JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Katie Kowal, Water Resources Program Coordinator
Jefferson County Marine Resources Committee and WSU Extension

DATE: May 5, 2025.

SUBJECT: Jefferson County Marine Resources Committee Contract with Coastal Sensing and Survey

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STATEMENT OF ISSUE:

As part of its ROV Derelict Crab Pot Removal efforts/program, the Jefferson County Marine Resources Committee (MRC) seeks to contract a company to provide charter vessel and ROVs (Remote Operated Vehicles) hands on experience for JCMRC Students and Staff in Mystery Bay for the purpose of identifying and removing lost crab pots. The goal of the 2025 Derelict Crab Pot Removal project is to identify areas in East Jefferson County with high concentrations of lost crab pots, and work with a local Port Townsend youth robotics group to utilize ROV methods for locating and recovering lost pots, building on successful ROV crab pot removal operations conducted in 2022 and 2023.

ANALYSIS:

The contract has been reviewed and approved as to form by the PAO.

FISCAL IMPACT:

The Jefferson MRC receives state and federal grant funds administered through the Northwest Straits Commission. Funding for this project is provided for in grant SEANWS-2023-JeCoWS-00006, Task 3. This contracted work will cost up to $20,600.

RECOMMENDATION:

Signature for approval.

REVIEWED BY:

Mark McCauley, County Administrator

Date 5/1/25

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Coastal Sensing and Survey Contract No: MRC-CSS2025

Contract For: ROV Crab Pot Removal Term: 04/01/2025-9/30/2025

COUNTY DEPARTMENT:	WSU Jefferson County Extension
Contact Person:	Katie Kowal
Contact Phone:	360-379-5610 x 230
Contact email:	kkowal@co.jefferson.wa.us

AMOUNT: $20,600

Revenue:

Expenditure: $20,600

Matching Funds Required:

Sources(s) of Matching Funds

PROCESS:

- ☐ **Exempt from Bid Process**
- ☐ **Cooperative Purchase**
- ☐ **Competitive Sealed Bid**
- ☐ **Small Works Roster**
- ☐ **Vendor List Bid**
- ☐ **RFP or RFQ**
- ☒ **Other:** Limited Consultant Roster

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ **N/A:** ☐ Katie Kowal — Signature — 4/21/2025 — Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ **N/A:** ☐ Katie Kowal — Signature — 4/21/2025 — Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 4/29/2025.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 4/24/2025.
Subrecipient agreement using pass through grant funds. All work to be completed prior to September 30, 2025. Grant agreement attached.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

SUBRECIPIENT AGREEMENT BETWEEN
JEFFERSON COUNTY
AND
COASTAL SENSING & SURVEY

This Subrecipient Agreement Between Jefferson County and Coastal Sensing & Survey (this Agreement) is made and entered into between Jefferson County (County) and Coastal Sensing & Survey (Subrecipient) for USCG Registered Commercial Survey & Charter Vessel with and ROVs and supporting equipment to remove lost crab pots in Mystery Bay pursuant to Grant No. SEANWS-2023-JeCoWS-00006 (the Agency Contract) between the County and the State of Washington Department of Ecology (Agency).

IT IS AGREED UPON BY THE PARTIES AS FOLLOWS:

A. TERM OF THIS AGREEMENT

The term of this Agreement is from April 1, 2025 to September 30, 2025.

B. TERMINATION

(1) Should a party default in providing services under this Agreement or materially breach any of its provisions, the other party may terminate this Agreement upon ten (10) days written notice. A party shall have the right and opportunity to cure any such material breach within the ten (10) day period.

(2) The County may terminate this Agreement upon immediate notice to Subrecipient in the event that the funding for the project ceases or is reduced in amount. Subrecipient will be reimbursed for services expended up to the date of termination.

(3) This Agreement may be terminated without cause at any time by either party subject to a sixty (60) day advance written notice of such termination to the other party.

(4) Termination of this Agreement shall not constitute a breach of this Agreement.

C. PROFESSIONAL SERVICES BY SUBRECIPIENT

Professional services to be provided by Subrecipient shall include:

(1) All Work Required by the Scope of Services. All work required by the Scope of Services, a true and correct copy of which is attached as Appendix A.

(2) Financial and Program Management: Subrecipient will maintain records that accurately reflect all services rendered and their associated expenditures as agreed upon in the Scope of Services in Appendix A.

(3) Perform All Subrecipient Obligations. In addition to the above, Subrecipient shall fulfill all of Subrecipient Obligations listed below.

D. SUBRECIPIENT'S OBLIGATIONS

Subrecipient shall fulfill the following obligations:

(1) Subrecipient shall fulfill all the requirements of the Scope of Services..

(2) Subrecipient shall comply with all state and federal requirements regarding the confidentiality of participant records.

(3) Subrecipient, with regards to the work performed under this Agreement, must guarantee the protection of human/civil rights:

(a) Subrecipient shall not engage in sexual harassment nor abuse of participants.

(b) Subrecipient shall not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, sexual orientation, marital status, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

(c) Subrecipient shall ensure a person's right to privacy, safeguard personal information, and maintain respectful staff-to-participant interactions.

(4) Subrecipient, with regards to the work performed under this Agreement, shall employ grievance procedures to negotiate conflicts, assure that advocates are available and encourage participants to bring advocates to help negotiate, prohibit retaliation for using the grievance process, and include a process for tracking and reporting grievances.

(5) Subrecipient shall comply with all applicable federal, state and local regulations.

(6) Subrecipient shall provide the following:

(a) Equal Access: Subrecipient will assure equal access to persons who do not speak or have a limited ability to speak, read, or write English well enough to understand and communicate effectively.

(b) Qualified Staff: Subrecipient will provide adequate, qualified staff with skills and experience in evaluation, training, supervision, counseling and support of adults with developmental disabilities who are earning wages, per the attached Statement of Work. Subrecipient will assure that all direct service staff are trained, and that training is documented. Subrecipient will provide the County with information regarding staff qualifications upon request.

E. DEBARMENT

By signing this Agreement, Subrecipient certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). Subrecipient agrees to include the above requirement in any and all subcontracts into which it enters, and also agrees that it will not employ debarred individuals. Subrecipient must immediately notify the County if, during the term of this Agreement, Subrecipient becomes debarred. The County may immediately terminate this Agreement by providing Subrecipient written notice, if Subrecipient becomes debarred during the term of this Agreement.

F. FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)

(1) This Agreement is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

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

(3) Information about Subrecipient and this Agreement will be made available on www.uscontractorregistration.com, as required by P.L. 109-282. The *Federal Funding Accountability and Transparency Act Data Collection Form*, is considered part of this Agreement and must be completed and returned along with this Agreement.

G. FUNDING WITHDRAWN, REDUCED OR LIMITED

If the County determines in its sole discretion that the funds it relied upon to establish this Agreement have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this Agreement but prior to the normal completion of this Agreement, then the County, at its sole discretion, may: (1) Terminate this agreement; (2) Renegotiate this Agreement under the revised funding conditions; or, (3) Suspend Subrecipient's performance under this Agreement upon five (5) business days' advance notice to Subrecipient, if the County determines that there is a reasonably likelihood that the funding insufficiency may be resolved in time to allow Subrecipient's performance to resume prior to the normal completion date of this Agreement.

H. REIMBURSEMENTS

(1) Total reimbursements for fiscal year October 1, 2024 – September 30, 2025 to Subrecipient by the County under this Agreement shall not exceed $20,600, including any allowable expenses for the services provided under this Agreement without express written amendment signed by both parties to this Agreement.

(2) For said services rendered under this Agreement, the County shall reimburse Subrecipient pursuant to this Agreement and the Agency Contract.

(3) Work performed between April 1, 2025 and the execution of this Agreement that is consistent with the provisions of this Agreement is hereby ratified.

(4) Subrecipient will bill the County within the term of this Agreement upon completion of services as defined in the Scope of Services in Appendix A.

(5) County may, at its option, withhold reimbursement for any month for which required reports and/or invoices have not been received, or are not accurate and/or complete, or for contractual non-compliance issues.

I. OVERPAYMENTS OR ERRONEOUS PAYMENTS TO SUBRECIPIENT

If overpayments or erroneous payments have been made to Subrecipient under this Agreement, the County will provide notice to Subrecipient and Subrecipient shall refund the full amount of the overpayment within thirty (30) calendar days of the notice. If Subrecipient fails to make timely refund, the County may charge Subrecipient one percent (1%) per month on the amount due, until paid in full.

J. RECORDS AND DOCUMENTS REVIEW

(1) Subrecipient must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Agreement and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. At no additional cost, these records, including materials generated under this Agreement, are subject at all reasonable times to inspection, review, or audit by the Agency, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42(A); 42 CFR 431, Subpart Q; and 42 CFR 447.202].

(2) Subrecipient must retain such records for a period of six (6) years after the date of final payment under this Agreement.

(3) If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

K. RIGHTS OF STATE AND FEDERAL GOVERNMENTS

In accordance with 45 C.F.R. 95.617, all appropriate state and federal agencies, including but not limited to the Centers for Medicare and Medicaid Services (CMS), will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for Federal Government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation (FFP) under 45 CFR Part 95, subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with FFP under this Agreement; (iii) the copyright in any work developed under this Agreement; and (iv) any rights of copyright to which Subrecipient purchases ownership under this Agreement.

L. COMPLIANCE WITH SUBRECIPIENT REQUIREMENTS FROM GRANT

(1) General. In accordance with 2 CFR 200.501 and 45 CFR 75.501, Subrecipient shall:

(a) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

(b) Maintain internal controls that provide reasonable assurance that Subrecipient is managing federal awards in compliance with laws, regulations, and provisions of

contracts or grant agreements that could have a material effect on each of its federal programs;

(c) Prepare a financial statement upon completion of services as agreed upon in the Scope of Services in Appendix A;

(d) Incorporate OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 audit requirements into all agreements between Subrecipient and its subcontractors who are subrecipients;

(e) Comply with any future amendments to OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 and any successor or replacement Circular or regulation;

(f) Comply with the applicable requirements of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 and any future amendments to OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, and any successor or replacement Circular or regulation; and,

(g) Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to http://ojp.gov/about/offices/ocr.htm for additional information and access to the aforementioned Federal laws and regulations.)

(2) Single Audit Act Compliance. If Subrecipient expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, Subrecipient will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, Subrecipient will:

(a) Submit to the Authority contact person the data collection form and reporting package specified in OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

(b) Follow-up and develop corrective action for all audit findings; in accordance with OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, prepare a "Summary Schedule of Prior Audit Findings."

(3) Overpayments. If it is determined by the Agency or the County, or during the course of a required audit, that Subrecipient has been paid unallowable costs under this or any Program Agreement, Subrecipient will refund the full amount to the Agency as provided in Section I. *OVERPAYMENTS OR ERRONEOUS PAYMENTS TO SUBRECIPIENT.*

M. RISK ASSESSMENT AND MONITORING FOR COMPLIANCE BY THE COUNTY.

(1) Subrecipient shall immediately report to the County any failure to perform under this Agreement.

(2) Along with every request for reimbursement under this Agreement, Subrecipient shall submit a Monitoring Certification using the form attached as Appendix B for purposes of the County

performing the risk assessment of Subrecipient and compliance monitoring of this Agreement that is required of the County by the Agency.

N. GENERAL TERMS AND CONDITIONS

(1) Subrecipient's relation to the County shall at all times be that of independent contractor. Any and all employees of Subrecipient, or other persons engaged in the performance of any work or service required of Subrecipient under this Agreement, shall be considered employees of Subrecipient only, and any claims that may arise on behalf of or against said employees shall be the sole obligation and responsibility of Subrecipient.

(2) Subrecipient shall not subcontract or assign any of the services covered by this Agreement without the express written consent of the County. Subcontracting and assignment does not include printing or other customary reimbursable expenses that may be provided in an Agreement.

(3) Subrecipient, by signature to this Agreement, certifies that Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement, or any Agreement by any Federal department or agency. Subrecipient also agrees to include the above requirement to all subcontracts into which it enters.

(4) Subrecipient shall obtain and keep in force during the terms of this Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Chapter 48:05 RCW:

(a) Worker's compensation and employer's liability insurance. Subrecipient will participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington;

(b) Commercial Automobile Liability or Business Use Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than $500,000 each occurrence with the County named as an additional insured in connection with Subrecipient's performance of this Agreement.

(c) General Commercial Liability Insurance in an amount not less than a single limit of one million dollars ($1,000,000.00) per occurrence and an aggregate of not less than two (2) times the occurrence amount ($2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the Agency Contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

(i) Broad Form Property Damage, with no employee exclusion.

(ii) Personal Injury Liability, including extended bodily injury.

(iii) Broad Form Contractual/Commercial Liability - including completed operations.

(iv) Premises - Operations Liability (M&C).

(v) Independent Contractors and Subrecipients.

(vi) Blanket Contractual Liability.

(5) All employees or subcontractors of Subrecipient who are required to be professionally certified by the State in the performance of services under this Agreement shall maintain professional liability insurance/error and omissions liability insurance in the amount of not less than one million dollars ($1,000,000). In no case shall such professional liability to third parties be limited in any way.

(6) It shall be the responsibility of Subrecipient to insure that any and all persons engaged in the performance of any work or service required of Subrecipient under this Agreement, shall comply with the same insurance requirements that Subrecipient is required to meet.

(7) Failure on the part of Subrecipient to maintain the insurance as required shall constitute a material breach of contract upon which the County may, after giving five working days' notice to Subrecipient to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand, or at the sole discretion of the County, offset against funds due Subrecipient from the County.

(8) All cost for insurance shall be considered incidental to and included in the unit contract prices and no additional payment will be made.

(9) Excepting the Workers Compensation insurance and any professional liability insurance secured by Subrecipient, the County will be named on all certificates of insurance as an additional insured. Subrecipient shall furnish the County with verification of insurance and endorsements required by this Agreement. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

(10) All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Subrecipient shall submit a verification of insurance as outlined herein within 14 days of the execution of this Agreement to the County. All insurance policies obtained by Subrecipient shall be primary to any equivalent or applicable policies held by the County. All insurance policies obtained by Subrecipient shall include a waiver of subrogation rights. Any self-insured retention, deductible or risk retention maintained, or participated in, by the County coverage for third-party liability claims provided to the county, shall be excess and shall be non-contributory to the insurance policies provided by Subrecipient in order to comply with the insurance requirements of this Subcontract. All policies provided by Subrecipient in order to comply with the insurance requirements of this Subcontract must be endorsed to show this primary coverage.

(11) The County will pay no progress payments under this Agreement until Subrecipient has fully complied with this section. This remedy is not exclusive; and the County may take such other action as is available to them under other provisions of this Agreement, or otherwise in law.

(12) Nothing in the foregoing insurance requirements shall prevent the County, at its option, from additionally requesting that Subrecipient deliver to the County an executed bond as

security for the faithful performance of this Agreement and for payment of all obligations of Subrecipient.

(13) It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

(14) Should either party bring any legal action, each party in such action shall bear the cost of its own attorney's fees and court costs. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.

(15) Subrecipient shall comply with the WA State Department of Labor and Industries Minimum Wage Act, Chapter 49.46 RCW, acknowledging persons with disabilities participating in job assessments are not considered employees.

(16) Subrecipient shall indemnify and hold the County, and its officers, officials, employees, agents and volunteers (and their marital communities) harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from Subrecipient's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a Subrecipient to indemnify the County and its officers, officials, employees, agents and volunteers (and their marital communities) against and hold them harmless from claims, demands or suits based solely upon the conduct of the County, its officers, officials, employees, agents and volunteers (and their marital communities), and provided further that if the claims or suits are caused by or result from the concurrent negligence of:

(a) Subrecipient's agents or employees; and,

(b) The County, its officers, officials, employees, agents and volunteers (and their marital communities), this indemnity provision with respect to: (i) claims or suits based upon such negligence, or (ii) the costs to the County of defending such claims and suits, etc., shall be valid and enforceable only to the extent of Subrecipient's negligence or the negligence of Subrecipient's agents or employees.

(c) Subrecipient specifically assumes potential liability for actions brought against the County by Subrecipient's employees, including all other persons engaged in the performance of any work or service required of Subrecipient under this Agreement and, solely for the purpose of this indemnification and defense. Subrecipient specifically waives any immunity under the state industrial insurance law, Title 51 RCW. Subrecipient recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation.

(d) The provisions of this section shall survive the expiration or termination of this Agreement.

(17) Subrecipient shall not discriminate against any person presenting themselves for services based on race, religion, color, sex, age, or national origin.

(18) No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of County. If the County agrees in writing that all or a portion of this Agreement may be subcontracted to a third-party, then any contract or agreement between Subrecipient and a third-party Subrecipient must contain all provisions of this Agreement and the third-party subcontractor must agree to be bound by all terms and obligations found in this Agreement.

(19) This Agreement memorializes the entire agreement of the parties. No representation or promise not expressly contained in this Agreement has been made. The parties are not entering into this Agreement based on any inducement, promise or representation, expressed or implied, which is not expressly contained in this Agreement. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.

(20) Subrecipient is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. Subrecipient assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor. Every subcontractor must agree in writing to follow every term of this Agreement. Subrecipient must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The head of the County department primarily responsible for overseeing Subrecipient's performance under this Agreement or that department head's designee must approve any proposed subcontractors in writing. Any dispute arising between Subrecipient and any subcontractors or between any subcontractors must be resolved without involvement of any kind on the part of the County and without detrimental impact on the delivery of contracted goods or services.

(21) While performing services, the use of illegal drugs, alcohol, or controlled substances on the County property or premises is strictly prohibited. Subrecipient's employees shall not perform services while under the influence of drugs or alcohol, and if discovered, may be reported to the appropriate law enforcement agency.

(22) The use of tobacco of any kind on property or premises of the County shall comply with County policies.

(23) Any form of harassment, discrimination, or improper fraternization with any County employee or a participant is strictly prohibited.

(24) No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

(25) The terms of this Agreement are not severable. If any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or

unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be enforceable.

(26) This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.

(27) The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.

(28) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.

(29) The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

(30) The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.

(31) Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), Subrecipient agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. Subrecipient also agrees that upon receipt of any written public record request, Subrecipient shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

(32) All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the County shall be sent to the following address:

Jefferson County Risk Management Department
1820 Jefferson Street
Port Townsend, WA 98368

Notices to Subrecipient shall be sent to the following address:

Ben Griner, Principal
Coastal Sensing & Survey
18142 60th Ave NE
Kenmore, WA 98028
Office: (206) 396-5825

(SIGNATURES FOLLOW ON THE NEXT PAGE)

ADOPTED THIS ____ day of _____, 2025

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

By: _____
Heidi Eisenhour, Commissioner. Chair DATE

SEAL:

ATTEST:

_____
Carolyn Galloway DATE
Clerk of the Board

Approved as to form only:

for 04/24/2025
Philip C. Hunsucker DATE
Chief Civil Deputy Prosecuting Attorney

SUBRECIPIENT

By: _____

Name: Ben Graber

Title: Principal

DATE: 4/16/2025

APPENDIX A - SCOPE AND PAYMENT OF SERVICES

Project Overview and Deliverables

The Jefferson County Marine Resources Committee (MRC) supports STEM through a community driven ROV (remotely operated vehicle) derelict crab pot removal program. For this effort, the MRC seeks to engage a contractor to provide USCG Registered Oceanographic Survey and Charter Vessel with ROV and required supporting sensors / equipment in Mystery Bay for the purpose of identifying and removing lost crab pots. Additionally, the engagement of STEM students and/or community members in the survey effort is sought.

Objectives

The objective for this effort is 4 days on the water utilizing an ROV(s) to:

- Identify potential targets and prepare the data set and sea conditions report for ROV operations.
  - Call out derelict fishing gear and to the extent possible classify by sedimentation and presence of floats.
  - Provide data review of previously collected side scan data for target list creation and description.
- Provide educational and hands on ROV operation experience for students and educators (6 total at one time).

Considerations and Conditions

- Pricing & offerings found within this contract are based on this effort being undertaken as an educational and research project where all data collected will be publicly available and leveraged to promote community understanding of the marine environment.
  - The availability of the proposed survey vessel, equipment and software is financially subsidized for this purpose by Coastal Sensing & Survey and its partners.
- Data quality is largely dependent on sea conditions.
- Excessive sea states may result in search cancellation and this decision is at the discretion of the captain and/or the Coastal survey operations manager.
  - Survey down time is billed at the standby rate.
- The equipment being deployed will be configured for operational depths of up to 50 meters in depth.
  - Actual operation depth is dictated by sea state, vessel capability, current, and ocean bottom, etc.

Deliverables

- Provide client with the following:
  - KML/KMZ Mosaic file of the search area.
  - Raw Data File (.dsv, .jsf, .xtf are typical) of data collected.
  - Data file containing Marked Targets (Coordinate Points).

- JPG or PNG files of survey areas for presentations and educational uses.
- Provide one hour of training to client on how to use KML files in Google Earth, ArcGIS Explorer (Free GIS Program).
- Regular phone or email updates to client.

Deadlines

This work should be expected to include 4 days of on water time. The survey team is typically available to start mobilization within 10 business days.

Invoices may be submitted to the County when work has been completed and approved by the County's Contract Supervisor (Katie Kowal, MRC Coordinator).

All work must be completed by **Sep 30, 2025**.

Payment of Services

This survey proposal requires a minimum 2-day search.

Item	Sub Item	Standard Rate EA	Discount Rate EA	Quantity	Subtotal
Mobilization		$3,750	$0.00	2	$0.00
Vessel Day Rate	R/V Phoenix & Captain	$5,400	$0.00	4	$0.00
Data Processing	Data Processing, Review, Mosaic Per Hour	$85	$0.00	16	$0.00
Demobilization		$3,250	$0.00	1	$0.00
ROV + Supporting Equipment	BlueRobotics or Mission Robotics or Video Ray ROVs (USBL, Scanning Sonar, Grabber, Nav Software), Pot Puller + davit, Pot Labeling Equipment, Topside Computers, Monitors, Electronic Charts, Spares Kits and Tool Kits, SVP/CTD, USBL Topside Beacon and Pole, Tarps,	$10,500	$5,700	4	$22,800
Standby	Standby Day Rate	$3250	Up to two days included	TBD	TBD
Fuel	Included			0.00	0.00
Moorage	To Be Provided by Sponsors	NA	NA	NA	NA

Per Diem	Meals & Incidentals – To Be Provided by Sponsors	NA	NA	NA	NA
	Additional Credit / Donation				-$2,200
				TOTAL	**$20,600**

NOTE: The different between standard rate and discount rate will be presented to the client in the form of matching funds should they have a need for this or other projects.

Optional & Additional Items				
Item	**Sub Item**	**Standard Rate EA**	**Discount Rate EA**	**Quantity**
Survey	R/V Phoenix Additional Days	$3,450	$2,800	EA
	Includes Survey Equipment & ROV			

Expenses: Expenses incurred will be submitted for reimbursement and are due net 30. These expenses may include airfare, hotel, shipping fees, baggage fees, dock fees, fuel, rigging fees not covered by vessel operator, customs fees, generator rental, etc.

Payments: Payments are due upon completion of water time and due net 30. Donated services will not be deemed sufficient to withhold invoice processing and payment is due net 30 post final water day.

APPENDIX B – COMPLIANCE AND RISK MONITORING FORM

This Compliance and Risk Monitoring Form shall be submitted before the Subrecipient Agreement can be approved and also shall be submitted along with every request for reimbursement.

AGENCY CONTRACT NO:

DATE: 4/16/2025

NAME OF SUBRECIPIENT: Coastal Sensing & Survey, LLC

By signing below, I declare under penalty of perjury of the laws of the State of Washington and the United States that the forgoing is true and correct. (Check the applicable boxes.)

DATE	CERTIFICATION ITEM	YES	NO
4/16/25	Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any Federal, State, or local department or agency		X
	Subrecipient has not within a 3-year period preceding the submission of this Compliance and Risk Monitoring Form been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property		X
	Subrecipient is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property		X
	Subrecipient has not within a 3-year period preceding the submission of this Compliance and Risk Monitoring Form one or more public transactions (Federal, State, or local) terminated for cause or default		X
	Subrecipient has provided all written reports required by the Agency Contract and this Subrecipient Agreement as of		

DATE	CERTIFICATION ITEM	YES	NO
4/16/25	the submission of this Compliance and Risk Monitoring Form	X	
	Subrecipient has provided any audit report received by it from any government agency since the last certification for its performance related to the Agency Contract	X	
	Subrecipient certifies that all of the deliverables and other work required since the last certification have been completed	X	
	All the work being billed for in the invoice being certified by this Compliance and Risk Monitoring Form actually has been performed, including any timesheet or other backup	X	
	Subrecipient agrees to submit to an audit within 30 days of a request from the County or the Agency	X	
	Subrecipient has corrected any deficiencies identified since the last certification	NA	NA

Signed at Kenner, LA

SUBRECIPIENT SIGNATURE 4/16/25 DATE

Ben Briner

WRITTEN NAME OF PERSON SIGNING CERTIFICATION

APPROVED BY THE COUNTY:

COUNTY APPROVAL SIGNATURE DATE

WRITTEN NAME OF PERSON APPROVING CERTIFICATION

Responsible Bidder Criteria Attestation Form

In compliance with:
RCW 39.26.160

(2) In determining whether the bidder is a responsible bidder, the agency must consider the following elements:

(a) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
(b) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
(c) Whether the bidder can perform the contract within the time specified;
(d) The quality of performance of previous contracts or services;
(e) The previous and existing compliance by the bidder with laws relating to the contract or services;
(f) Whether, within the three-year period immediately preceding the date of the bid solicitation, the bidder has been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW **49.48.082**, any provision of chapter **49.46**, 49.48, or **49.52** RCW; and
(g) Such other information as may be secured having a bearing on the decision to award the contract.

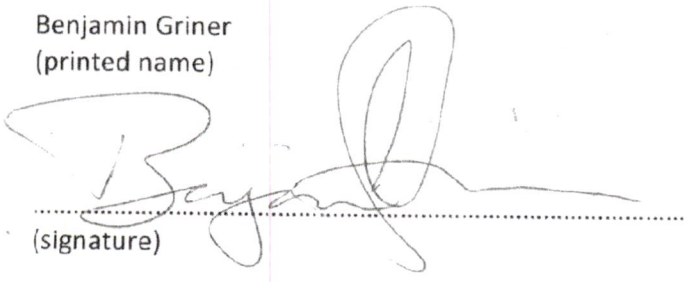
(4) The solicitation document must clearly set forth the requirements and criteria that the agency will apply in evaluating bid submissions. Before award of a contract, a bidder shall submit to the contracting agency a signed statement in accordance with chapter **5.50** RCW verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement of subsection (2)(f) of this section. A contracting agency may award a contract in reasonable reliance upon such a sworn statement.

I declare under penalty of perjury under the law of Washington that the foregoing is true and correct.

Signed on the 14th day of April, 2025.
(date) (month)

at Kenmore, WA, USA
(city or other location, and state or country)

Benjamin Griner
(printed name)



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(signature)

Jefferson County
Marine
Resources
Committee

Request for Proposal

Jefferson County Marine Resources Committee – ROV Derelict Crab Pot Removal

Statement of need (scope of work).

The Jefferson County Marine Resources Committee (MRC) seeks a qualified bidder to provide charter vessel and ROVs (Remote Operated Vehicles) hands on experience for JCMRC Students and Staff in Mystery Bay for the purpose of identifying and removing lost crab pots. More than 12,000 crab pots are lost and become derelict every year in Washington's Salish Sea, killing over 180,000 harvestable crab each year. The goal of the 2025 Derelict Crab Pot Removal project is to identify areas in East Jefferson County with high concentrations of lost crab pots, and work with a local Port Townsend youth robotics group to utilize ROV methods for locating and recovering lost pots, building on successful ROV crab pot removal operations conducted in 2022 and 2023.

Crab pot removal operations will take place in Mystery Bay (Killisut Harbor), WA. The MRC has secured all permits to conduct crab pot removal.

We seek a qualified company to provide a USCG Registered Charter, crew and ROVs for 4 days of on the water crab pot removal efforts. Company should be able to furnish boat space and provide ROV training support for 3-5 high school students and 1 chaperone on the boat per day. Students will be responsible for data collection related to permit requirements, under supervision and guidance of the chaperone. Derelict equipment will be transported to shore as needed and, as appropriate, either returned to its owner, donated if in good condition, or disposed of by the MRC at a later date.

Estimated project budget.

The estimated maximum budget is $21,000 including any labor costs, transportation costs, moorage & dock fees, insurance, fuel, applicable taxes, and surcharges. Costs incurred in the development of proposals and the selection process will be assumed by the proposers.

Estimated project schedule.

The proposed work will need to be completed by June 30, 2025, on appropriate dates, ideally consecutive, tides and weather depending. Final timeline will be mutually agreed upon by the Contractor and the MRC.

Evaluation criteria.

Proposals will be evaluated using the following criteria and ranking system:

1. Must have demonstratable experience and ability to complete this project within proposed budget and timeframe.
2. Qualified proposals meeting criteria outlined in the proposal elements below will be ranked in order by bidders' ability to offer the lowest price.
3. Per RCW 39.26, the lowest responsible bidder will be selected.
4. Proposal submissions will be reviewed starting April 9th, and we estimate a bidder will be selected and notified by April 10th.
5. Per RCW 39.26.160, following selection and before award of a contract, a bidder shall submit to the MRC a signed statement in accordance with RCW 5.50 verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement, found in subsection (2)(f).

Proposal elements.

Please address the following questions in your proposal.

1. What is your overall approach to this project? Briefly describe any past experience with similar projects.
2. Do you have access to appropriate equipment to locate and remove derelict crab pots using an ROV? Please describe, and confirm access to a personal/business owned vessel for transport, or ability to make arrangements and be responsible for the liability and expense of a vessel for on the water needs.
3. Is the vessel complaint with Coast Guard vessel for charter requirements? Has the vessel been inspected by the Coast Guard? If so, please provide date of last inspection.
4. Contractor is responsible for providing on the water training to 3-5 students. What experience do you have working with students on the water, and with ROV equipment?
5. Please provide a cost-breakdown showing your ability to work within the proposed budget. Please list number of days on the water, and include transportation costs, staff costs, and other costs as needed.
6. Please outline a list of key personnel who would work on this project, their experience, and general availability through September 30, 2025.
7. Contractors are responsible for providing their own insurance. Do you carry the appropriate insurance that will cover the duration of this project? You will be asked to provide a copy of your insurance as part of the contracting process.

Submittal deadline.

The deadline for submission of proposals is Friday April 11th, 2025 at 8pm. Submissions received after this date will not be considered. Submissions may be sent via email to jeff.co.mrc@gmail.com, by phone at (360) 379-5610, ext. 230, or in writing to: Attn: Marine Resources Committee, 121 Oak Bay Rd, Port Hadlock, WA 98339. Written proposals must be postmarked by Friday April 11th, 2025 to be considered.

Public Agency Name:	Jefferson County Public Works
Roster Type:	Consultant Roster
Category:	Miscellaneous Services
Sub-Category:	Marine Surveying
Date:	03/04/2025
Time:	08:56 am

Aqua Terra Cultural Resource Consultants
Associated Underwater Services, Inc.
Blue Skies Drones
Coastal Sensing & Survey
Confluence Environmental Company
David Evans and Associates, Inc.
Element Solutions
Enviro-Tech Diving, Inc.
HARRIS ENVIRONMENTAL GROUP, INC.
Integrated Underwater Services, L.L.C.
LDC, Inc.
Leon Environmental, LLC
Lone Star Maritime
MacKay Sposito
Moffatt & Nichol
NEWFIELDS SEDIMENT MANAGEMENT & MARINE SCIENCE
Pacific Surveying and Engineering Services
Puget Sound Marine Services
Resolve Marine - PNW
S&F Land Services, LLC
Seattle Diving Services
Sitts & Hill
Soundview Consultants LLC

Monday, April 21, 2025 at 11:27:10 Pacific Daylight Time

Subject:	Invitation to bid: Jefferson County Marine Resources Committee - Derelict Crab Pot Removal Project
Date:	Friday, April 4, 2025 at 6:20:28 PM Pacific Daylight Time
From:	Katie Kowal <KKowal@co.jefferson.wa.us>
To:	Jeff.Co.MRC@gmail.com <jeff.co.mrc@gmail.com>
BCC:	Ben Griner <ben@coastalsensing.com>, troy@iusdiving.com <troy@iusdiving.com>, sphillips@moffattnichol.com <sphillips@moffattnichol.com>, ckasin@resolvemarine.com <ckasin@resolvemarine.com>
Attachments:	ROV Crab Pot Kilisut Harbor RFP 2025 scope_Final.pdf

Hello,

We are reaching out to you as a registrant of the MRSC Marine Surveying Consultant Roster.

The Jefferson County Marine Resources Committee (MRC) is seeking a qualified bidder to provide charter vessel and ROVs (Remote Operated Vehicles) hands on experience for JCMRC Students and Staff in Mystery Bay for the purpose of identifying and removing lost crab pots. We would like to invite your company to submit a proposal for this project.

The complete Request for Proposal (RFP), including proposal elements and proposal evaluation criteria, can be found attached in this email. Further information on the ROV Derelict Crab Pot project can be found on our website.

Please feel free to contact me at this email (kkowal@co.jefferson.wa.us) with any questions.

Thank you,
Katie Kowal

--
Katie Kowal (she/her)
Water Resources Program Coordinator
Jefferson County Marine Resources Committee and WSU Extension
121 Oak Bay Rd., Port Hadlock, WA 98339
kkowal@co.jefferson.wa.us
jeff.co.mrc@gmail.com
(360) 379-5610, ext. 230

COASTAL SENSING & SURVEY

JCMRC ROV Experience
RFP Response

April, 5 2025

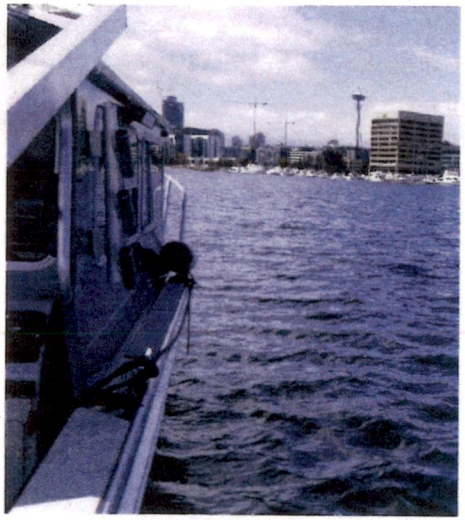
PRESENTATION AGENDA

PURPOSE & OBJECTIVES

ROV Experience & Crab Pot Recovery:

This document is in response to the JCMRC RFP ROV Derelict Crab Pot Removal. The objective is to provide hands on learning and expertise for community focused ROV recovery of derelict crab pots.

The recommendations are the opinion of Coastal Sensing & Survey, LLC.
This response contains proprietary and confidential trade secrets and may not be shared or disclosed.



PLANNING CONSIDERATIONS

Contained

- Self Contained Rigging & Operations
- Multiple ROVs provided for redundancy and uptime
- Best in class tool package
- Industry leading operators and techs
- Owned equipment vs rent to reduce overall costs & impact of reduced charges, or weather impacts
- Purpose built vessel platform designed for marine operations
- Mobile repair kits and replacement part inventory for increased up time – Included
- Supporting equipment for crab pot recovery included
- Scope includes Dock to Dock operations – excludes unloading / Dock operations / Recycling / Permitting / Permit Reporting
- Attempt to minimize risk of single point failure – balance risk mitigation or budget

SEARCH Logistics

How the project will be accomplished

1) ***Moorage Scheduled & Provided by JCMRC***

2) Vessel: RV Phoenix – Integrated Search Platform & Legal Charter for Client Participation in Survey & ROV Efforts

2) Captain Provided: JCMRC members will be performing pot recovery as part of ROV experience

- USCG Charter & Unlimited Commercial Registered Platform with Captain

3) Multiple Mobilization Kits

- Pre-Kitted / Rapid Remob Kits for efficient ROV operations

4) Mobile Tooling and Spares

Plan for in field equipment management, repairs, servicing and ops.

DATA TYPES BEING COLLECTED

A comprehensive picture of the survey area is being sought – Search of Exclusion

1) Video – HD Low-Light Video

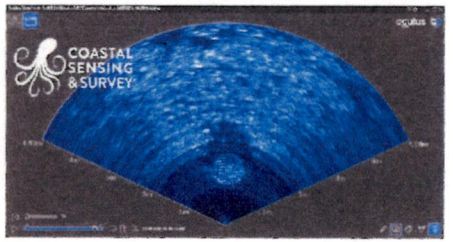
2) Forward Looking Multi-Beam – FLS Dual Frequency

3) USBL Position Data

4) Summarized report to include KMZ pot location map, KMZ recovery overview map, raw data in raw data file – Data post-processing of FLS, Position Data, and Video is excluded.

Data sufficient for post pot-recovery image survey mapping generation.

NOTE: all data generated for the project will be usable by CSAS without restriction.



Schedule Planning

Weather Dependent – Holiday's Excluded

Day 1 – Mobilize
Day 2 – Move vessel to Port Townsend
Day 3 – ROV Diving
Day 4 – ROV Diving
Day 5 – Standdown Day (Potentially)
Day 6 – ROV Diving
Day 7 – ROV Diving
Day 8 – Move vessel back to home port (Kenmore)
Day 9 – Demobilize

Plan for 4 days of water time.

Project should be completed in Late May to Early June to allow for JCMRC permit window during closed crabbing season.

Experience OVERVIEW

Global Leader in Search, Survey and Small platform ROV operations – Extensive community engagement experience

Hundreds of days spent surveying in the water around Jefferson County

Extensive Crab Pot Survey and Recovery Experience: ROV, Diving & Sonar

Previous local identical projects: 2x with SeaDiagnostics/JCMRC, 2x with Snohomish County/NOAA – Multiple days each

- Commercial & Greater Good experience
- Full Time Hydrographic & Ocean Engineer
- Global Experience
- Extensive List of Gear for ROV tech deployment
- Thousands of ROV dives in local waters
- NOAA contract including demonstration of effectiveness of ROVs for Crab Pot Removal

Images of Similar Projects

Crew Overview & Insurance

The planned crew for this project is: Ben Griner

Ben is the founder of Coastal Sensing & Survey, LLC a commercial survey company. This project falls within our company's greater good commitment to support expanded community involvement in the care and protection of local water. Ben will be donating his time to the project. Ben is a USCG Captain and a global leader in underwater search. He is a subject matter expert in underwater positioning, imaging and ROV operations.

It is possible that additional crew will chose to donate time the project timeframe were to expand to work within Washington State bounds even if "donated". CSAS will cover crew costs and provide employee recognition for their effectively volunteered efforts. CSAS will ensure crew abatement with employment, Jones Act, and USCG requirements for commercial crew to serve on a charter and is equipped to do so.

By nature, CSAS will provide general coverage and maintain professional insurance coverage including Marine Employee Liability, Vessel Coverage, Environmental Pollution, Professional Liability, Unmanned vehicle, and more. Additionally, CSAS carries L&I on its employees which is not applicable to on water operations. Coverage is at $2M. Greater is available upon request and billed to project.

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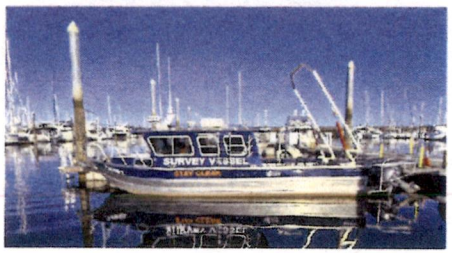
RV Phoenix

Purpose Build Survey Platform

1) See more at: https://www.coastalsensing.com/rv-phoenix
2) USCG Registered Charter
3) Proven ROV and Survey Platform – Including best practice Crab Pot recovery by ROV development with NOAA.
4) Precision Navigation and Integrated Survey Support Technologies
5) Comfortable Cabin for Operations
6) Ample working deck (9'10" x 10') for crab pot recovery, cleaning, permit documentation.
7) Computers, ROVs, Monitors, Navigation, Pot Puller, Raw Water Washdown, Pot Tags & Pens, Logs, and more – Provided.



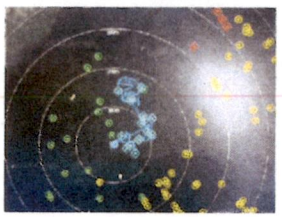
Coastal Sensing & Survey LLC 2020

Equipment OVERVIEW

Positioning & Navigation

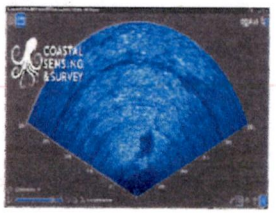
- USBL Enabled ROVs (All have DVLs also but may be removed for this project as not needed)
- FLS Imaging Multi-beam – Pot recognition up to 100 meters away
- Vessel Precision Positioning Systems and Dynamic Positioning

ROV – Underwater Platform for Mapping Pot Construction



Vessel Positioning – Positioning for ROV Deployment Pattern

FLS Image, Multi-beam – Navigating to Pot in the Dark

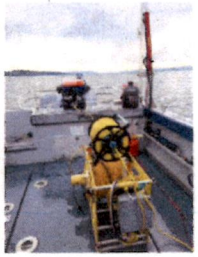


Coastal Sensing & Survey LLC 2020

Equipment OVERVIEW

ROVs

- 1) Community Accessible ROV – BlueRobotics Platform Built ROV using community accessible components
- 1) Advanced Community Accessible ROV – Mission Robotics Platform on BlueROV Frame (Advanced Navigation Package & Camera)
- Potentially 2) Professional ROV (VideoRay Defender Deepwater with EOD Advanced Survey Navigation System) – Our option to bring



Equipment OVERVIEW

Supporting Equipment

- CSAS will provide supporting equipment – a small list as provided below – call for specifics if interested.
- Recovery Grapples and lifting lines, Crab Pot Pullers, pot tags, gloves, traps, raw water wash down, generators, computers, software, monitors
- Coffee, snacks, water, onboard head as open to use, heat, etc., Fuel, generators, etc.

SURVEY COSTS & OPTIONS

Kit Notes & Offers

Coastal Sensing Owns all of its own equipment. Gear supplied is from our kit. All data presented was taken by our team on our gear.

Offer for this project:

CSAS will not bill for routine repair kits or field repair materials

In-kind match will be presented at end of project for use by JCMRC as needed for other project support

Estimated in-kind match donation = $65,891

Project Costs Estimates

An estimated 4 days of water time and 9 total days of time has been quoted and is likely sufficient to complete objectives.

Item	Sub Item	Standard Rate EA	Discount Rate EA	Quantity	Subtotal
Mobilization		$3,750	$0.00	2	$0.00
Vessel Day Rate	F/V Phoenix & Captain	$5,400	$0.00	4	$0.00
Data Processing	Data Processing, Review, Mosaic Per Hour	$85	$0.00	16	$0.00
Demobilization		$3,250	$0.00	1	$0.00
ROV + Supporting Equipment	BlueRobotics or Missior Robotics or Video Ray	$10,500	$5,700	4	$22,800
Standby	Standby Day Rate	$3,250	Up to two days included	TBD	TBD
Fuel	Included	$7.25	0	325	$0.00
Moorage	To Be Provided by Sponsors	NA	NA	NA	NA
Per Diem	Hotel, Meals & Incidentals – To Be Provided by Additional Credit / Donation	275	0	7	$0.00 ($2,200)
				TOTAL	**$20,600**

NOTE ALL PRICING IS FOR BUGETARY CONSIDERATION ONLY. Subject to successful contracting.

Side Scan Option & Offers

Coastal Sensing Owns all of its own equipment. Gear supplied is from our kit. All data presented was taken by our team on our gear.

Offer for this project:

Side scan sonars (EdgeTech 4125 or 4205) can be mobilized and brought if advanced notice is provided. If additional side scan coverage is needed the approach to the project would remain the same with survey conducted by an experience for JCMRC members.

Discounted Day Rate for Side Scan Survey $2,800 per day. A minimum of 2 days is offered & conditioned on the need for the data to successfully accomplish goals of the ROV experience for either JCMRC or local tribal organizations supporting State or Local governmental agencies commercial survey activities is excluded. In-Kind Donation will significantly increase and will be calculated and provided should this be needed.

In-kind match will be presented at end of project for use by JCMRC as needed for other project support.

Thank You.

Ben Grinder, Founder & CEO
Ben@CoastalSensing.com
M. 206.396.5825
Kenmore, Washington

COASTAL SENSING & SURVEY

3.55.070 Purchasing and bidding procedures.

(1) MRSC Rosters. The county may contract with the Municipal Research and Services Center of Washington (MRSC) to have its official rosters advertised and hosted in the online database for small public works contracts, consulting services, and vendor services.

(2) Purchasing and Bidding Guidelines. Procedures for purchasing and bidding shall follow the guidelines published in the following documents:

(a) The County Bidding Book, Washington State, July 2018, or as subsequently revised, by the Municipal Research Services Center (MRSC).

(b) Contracting for Services, Guidelines for Local Governments in Washington State, June 2020, or as subsequently revised, by the Municipal Research Services Center (MRSC).

(3) Authority to Adopt Other Procedures or Process Documents. The county may develop other procedures or process documents, which shall be approved by the county administrator.

(4) Current Procurement Thresholds and Purchasing Procedures. The procurement dollar thresholds in effect as of the date of the ordinance codified in this chapter and the related purchasing procedures are summarized in Table 1.

Table 1: Procurement Thresholds and Purchasing Procedures

Category	Amount	Procedures Allowed	State Law (partial list)
Public Works	>$350,000 (or highest limit in RCW 39.04.155)	Formal competitive bid	RCW 36.32.250
	$50,000 – $350,000 (or highest limit in RCW 39.04.155)	Small works roster, or Formal competitive bid	RCW 39.04.155 RCW 36.32.250
	$0 – $49,999 (or highest limit in RCW 39.04.155(3))	Limited public works process (solicit quotations from at least three contractors on small works roster), or Small works roster, or Formal competitive bid	RCW 39.04.155(3) RCW 39.04.155 RCW 36.32.250
	$0 – $39,999 (or highest limit in RCW 36.32.250)	Advertising and competitive bidding may be dispensed with on order of the county commissioners, or Limited public works process (solicit quotations from at least three contractors on small works roster), or Small works roster, or Formal competitive bid	RCW 36.32.250 RCW 39.04.155(3) RCW 39.04.155

Table 1: Procurement Thresholds and Purchasing Procedures			
Category	**Amount**	**Procedures Allowed**	**State Law (partial list)**
			RCW 36.32.250
Purchase of goods, equipment, supplies, or materials not connected with a public works project	>$50,000 (or highest limit in RCW 36.32.245)	Formal competitive bid	RCW 36.32.245
	$10,000 – $50,000 (or highest limit in RCW 36.32.245)	Vendor list, or Formal competitive bid	RCW 36.32.245(3) RCW 36.32.245
	$0 – $9,999 (or highest limit in RCW 36.32.245)	Advertising and competitive bidding may be dispensed with, or Vendor list, or Formal competitive bid	RCW 36.32.245(3) RCW 36.32.245(3) and RCW 39.04.190 RCW 36.32.245(1) and (2)
Architecture, engineering, landscape architecture, or surveying services	All A&E projects, regardless of cost	Qualifications-based selection process	Chapter 39.80 RCW
Personal services	$100,000 or more	Bid, or Request for proposals, or Request for qualifications	N.A.
	>$50,000 – $99,999 (or highest limit in RCW 36.32.245)	Consultant roster, or Bid, or Request for proposals, or Request for qualifications	N.A.
	$10,000 – $50,000 (or highest limit in RCW 36.32.245)	Limited consultant roster, or Consultant roster, or Bid, or Request for proposals, or Request for qualifications	N.A.
	$0 – $9,999 (or highest limit in RCW 36.32.245)	Advertising and competitive bidding may be dispensed with, or Limited consultant roster, or Consultant roster, or Bid, or Request for proposals, or Request for qualifications	N.A.
Purchased services	$100,000 or more	Bid, or Request for proposals	N.A.
	>$50,000 – $99,999 (or highest limit in RCW 36.32.245)	Consultant roster, or Bid, or Request for proposals	N.A.
	$10,000 – $50,000 (or highest limit in RCW 36.32.245)	Limited consultant roster, or Consultant roster, or Bid, or	N.A.

Table 1: Procurement Thresholds and Purchasing Procedures			
Category	**Amount**	**Procedures Allowed**	**State Law (partial list)**
		Request for proposals	
	$0 – $9,999 (or highest limit in RCW 36.32.245)	Advertising and competitive bidding may be dispensed with, or Limited consultant roster, or Consultant roster, or Bid, or Request for proposals	N.A.

(5) Subdivision of Purchases Prohibited. No contract or purchase shall be subdivided to avoid the requirements of this chapter. [Ord. 8-20]

RCW 36.32.245

Competitive bids—Requirements—Advertisements—Exceptions.

(1) No contract for the purchase of materials, equipment, or supplies may be entered into by the county legislative authority or by any elected or appointed officer of the county until after bids have been submitted to the county. Bid specifications shall be in writing and shall be filed with the clerk of the county legislative authority for public inspection. An advertisement shall be published in the official newspaper of the county stating the time and place where bids will be opened, the time after which bids will not be received, the materials, equipment, supplies, or services to be purchased, and that the specifications may be seen at the office of the clerk of the county legislative authority. The advertisement shall be published at least once at least thirteen days prior to the last date upon which bids will be received.

(2) The bids shall be in writing, may be in either hard copy or electronic form as specified by the county, and shall be filed with the clerk. The bids shall be opened and read in public at the time and place named in the advertisement. Contracts requiring competitive bidding under this section may be awarded only to the lowest responsible bidder. Immediately after the award is made, the bid quotations shall be recorded and open to public inspection and shall be available by telephone inquiry. Any or all bids may be rejected for good cause.

(3) For advertisement and formal sealed bidding to be dispensed with as to purchases between ten thousand and fifty thousand dollars, the county legislative authority must use the uniform process to award contracts as provided in RCW 39.04.190. Advertisement and formal sealed bidding may be dispensed with as to purchases of less than ten thousand dollars upon the order of the county legislative authority.

(4) This section does not apply to performance-based contracts, as defined in *RCW 39.35A.020(4), that are negotiated under chapter 39.35A RCW; or contracts and purchases for the printing of election ballots, voting machine labels, and all other election material containing the names of candidates and ballot titles.

(5) Nothing in this section shall prohibit the legislative authority of any county from allowing for preferential purchase of products made from recycled materials or products that may be recycled or reused.

(6) This section does not apply to contracting for public defender services by a county.

[2016 c 95 s 9; 2007 c 88 s 1. Prior: 1993 c 233 s 1; 1993 c 198 s 7; 1991 c 363 s 62.]

NOTES:

***Reviser's note:** RCW 39.35A.020 was amended by 2022 c 128 s 2, changing subsection (4) to subsection (6).

Intent—2016 c 95: See note following RCW 36.62.252.

Purpose—Captions not law—1991 c 363: See notes following RCW 2.32.180.

RCW 39.04.190

Purchase contract process—Other than formal sealed bidding.

(1) This section provides a uniform process to award contracts for the purchase of any materials, equipment, supplies, or services by those municipalities that are authorized to use this process in lieu of the requirements for formal sealed bidding. The state statutes governing a specific type of municipality shall establish the maximum dollar thresholds of the contracts that can be awarded under this process, and may include other matters concerning the awarding of contracts for purchases, for the municipality.

(2) At least twice per year, the municipality shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of vendor lists and solicit the names of vendors for the lists. Municipalities shall by resolution establish a procedure for securing telephone or written quotations, or both, from at least three different vendors whenever possible to assure that a competitive price is established and for awarding the contracts for the purchase of any materials, equipment, supplies, or services to the lowest responsible bidder as defined in chapter 39.26 RCW. Immediately after the award is made, the bid quotations obtained shall be recorded, open to public inspection, and shall be available by telephone inquiry. A contract awarded pursuant to this section need not be advertised.

[2015 c 79 s 4; 1993 c 198 s 2; 1991 c 363 s 110.]

NOTES:

Purpose—Captions not law—1991 c 363: See notes following RCW 2.32.180.

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DEPARTMENT OF ECOLOGY
State of Washington

Agreement No. SEANWS-2023-JeCoWS-00006

SHORELANDS NORTHWEST STRAITS AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

JEFFERSON COUNTY

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Jefferson County, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Jefferson County MRC Operations and Projects 2023-2025
Total Cost:	$249,000.00
Total Eligible Cost:	$249,000.00
Ecology Share:	$249,000.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	10/01/2023
The Expiration Date of this Agreement is no later than:	09/30/2025
Project Type:	Northwest Straits Grant

Project Short Description:
This grant will be used to fund the Jefferson County Marine Resources Committee's (MRC) (RECIPIENT) operations and projects from October 1, 2023, through September 30, 2025. This project will protect and restore local marine resources in Jefferson County.

Project Long Description:
This agreement provides day-to-day operations and coordination of activities for the RECIPIENT. These include:

1. Bull kelp beds and forage fish monitoring around Jefferson County.
2. Storm Surge monitoring in two existing study sites (near the NW Maritime Center and another near Chetzemoka Park, in Port Townsend) and develop a protocol for monitoring "total water level" during coastal flooding events.
3. Derelict crab pot removal in east Jefferson County using submersible remotely operated vehicles.

WA St. Dept of Ecology - MRC Ops + Projects WSH JCX

4. Protection of three established eelgrass and shellfish habitat areas by encouraging boaters to respect voluntary no-anchor zones.
5. Support the expansion of Olympia oyster populations in east Jefferson County, specifically to form dense, natural, sustainable native oyster beds that provide complex marine habitat, and benefits to a variety of marine species.

Overall Goal:

To improve the health of local marine and nearshore ecosystems by 1) monitoring forage fish spawning and bull kelp beds, 2) monitoring storm surge events, 3) removing derelict crab pots, 4) protecting shellfish and eelgrass beds from boat anchors, and 5) supporting Olympia oyster restoration efforts in Washington State Department of Fish and Wildlife priority areas.

RECIPIENT INFORMATION

Organization Name: Jefferson County

Federal Tax ID: 91-6001322
UEI Number: FGN7DDMJA7H7

Mailing Address: 121 Oak Bay Rd
Port Hadlock, WA 98339

Physical Address: 121 Oak Bay Rd
Port Hadlock, Washington 98339

Organization Email: monica.montgomery1@wsu.edu

Contacts

Project Manager	Monica Montgomery Water Programs Coordinator 121 Oak Bay Rd Port Hadlock, Washington 98339 Email: monica.montgomery1@wsu.edu Phone: (360) 379-5610 X230
Billing Contact	Anji Scalf Administrator 121 Oak Bay Rd Port Hadlock, Washington 98339 Email: ascalf@co.jefferson.wa.us Phone: (360) 379-5610
Authorized Signatory	Amit Sharma 121 Oak Bay Rd Port Hadlock, Washington 98339 Email: amit.sharma1@wsu.edu Phone: (360) 379-5610

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Shorelands
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Sasha Horst Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: horst@nwstraits.org Phone: (360) 428-1084
Financial Manager	Cindy James PO Box 47600 Olympia, Washington 98504-7600 Email: cjam461@ecy.wa.gov Phone: (360) 280-8645
Technical Advisor	Dana Oster Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: DAOS461@ecy.wa.gov Phone: (360) 428-1043

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

DocuSigned by:
By: Joenne McGerr 10/16/2023
431D8661GAF841S...

Joenne McGerr Date

Shorelands
Program Manager

Template Approved to Form by
Attorney General's Office

Jefferson County

DocuSigned by:
By: Amit Sharma 10/12/2023
DA947FAFDDAE4D4...

Amit Sharma Date

Greg Brotherton

DocuSigned by:
Greg Brotherton 10/13/2023
692F52A9CA2146B...

2023 Board of County Commissioners, Chair — Date

Philip C. Hunsucker

DocuSigned by:
Philip C Hunsucker 10/13/2023
A16074640A1A475...

Approved as to Form. Philip C. Hunsucker, Jefferson County Chief Civil Deputy Prosecutor — Date

SCOPE OF WORK

Task Number: 1 **Task Cost:** $173,354.00

Task Title: 1. MRC Operations

Task Description:

1.1 MRC Operations: Schedule, prepare/distribute agenda and post public notices of MRC meetings; prepare and distribute minutes of MRC meetings; maintain current MRC membership list; recruit MRC members (if allowable by county) and provide onboarding for new members; track volunteer hours, in-kind support and leveraged funds and provide information quarterly to Northwest Straits Commission staff; communicate regularly with NWSC staff.

1.2 MRC Communication: Maintain MRC website (including current meeting schedules, agendas and projects); communicate regularly with county council/commission; increase awareness of the purpose of the MRC and its role in the county; communicate with relevant audiences about the projects and programs of the MRC.

1.3 MRC grant administration: Ensure that grant agreement is implemented on schedule with satisfactory deliverables; prepare progress reports, final report and completion report for Northwest Straits Commission; track and administer budget, including spending out on deadlines per state and federal fiscal years; manage sub-contracts as applicable and provide copies to Northwest Straits Commission grant manager; prepare MRC workplan and MRC annual report to summarize MRC activities and progress; communicate revisions to or concerns about carrying out the agreement to Northwest Straits Commission staff; and prepare grant applications for MRC projects.

1.4 Training and representation: MRC members will attend Northwest Straits Initiative annual conference; MRC staff will participate in regular meetings and forums for MRC staff; a representative of the MRC will attend each Northwest Straits Commission meeting.

1.5 MRC Advisory: MRCs will serve as a resource to county government to help identify local marine conservation and protection needs and recommend remedial actions; MRCs will advise county council/commission/executive on local and regional marine issues as appropriate and as requested.

Task Goal Statement:

To carry out administrative functions in support of the mission (including work plan preparation, developing and preparing grant proposals, programmatic staff support, project monitoring and performance tracking, education programs and grant writing), travel, planning and participation in training opportunities.

Task Expected Outcome:

a. MRCs have a documented process to recruit and train members to be active participants and contributors to the work of the MRC.

b. Information about projects and the work of the MRC is accessible and shared regularly through presentations, meetings, and web site.

c. The MRC meets regularly in a public forum that is promoted locally to community members and decision makers.

d. The MRC is informed of and contributes to the work of the Northwest Straits Commission.

e. The value of volunteer hours and other local contributions to the work of the MRC is documented and shared with the Commission and the County.

f. The work of the MRC is planned in advance through an annual workplan and documented in an annual report.

g. MRC members and staff contribute to other relevant local and regional processes related to marine issues.

Recipient Task Coordinator: Monica Montgomery

1. MRC Operations

Deliverables

Number	Description	Due Date
1.1	Progress Report	
1.2	Quarterly Reporting of Meeting Agendas , Minutes and Reports to the Commission	
1.3	Matching Funds/Volunteer Time Tracking	
1.4	Annual Workplan	
1.5	Annual Report	
1.6	Closeout Report	09/30/2025

SCOPE OF WORK

Task Number: 2 **Task Cost:** $14,760.00

Task Title: 2. Community Science Monitoring

Task Description:
Bull Kelp: Using the Northwest Straits Commission kayak-based survey protocol, the RECIPIENT will coordinate and train community volunteers to monitor bull kelp at the North Beach East Bed, record observations of the bed extent, depth measurements, surface temperature, and other water quality measurements.

Forage Fish: The RECIPIENT will follow the Washington State Department of Fish and Wildlife (WDFW) blue bowl method for surveying forage fish eggs at Dabob Bay, and an adapted version of the WDFW protocol at the Fort Townsend State Park restoration site. Index site data will be submitted via the WDFW iForm mobile app and beach samples collected will be shipped to WDFW for lab processing. Fort Townsend State Park site data and beach samples will be submitted to the Point No Point Treaty Council.

Storm surge: The RECIPIENT will continue to monitor two existing study sites (near the NW Maritime Center and another near Chetzemoka Park, in Port Townsend) and develop a protocol for monitoring "total water level" during coastal flooding events. Monitoring total water levels captures the sum of parameters that contribute to coastal flooding events that are not currently that are not currently assessed together in forecasts. The data will be managed analyzed and disseminated by the RECIPIENT. The RECIPIENT will develop and share a protocol for this project that includes how these data are assessed together and used to anticipate flood events, how sites are selected for monitoring, and how to take informative photos.

The RECIPIENT will submit separate Quality Assurance Project Plans (QAPPs) or QAPP waivers for the bull kelp, forage fish, and storm surge projects.

The RECIPIENT will submit a 2024 and 2025 bull kelp, forage fish, and storm surge summary report with a copy of data and related photos.

Task Goal Statement:
The overall goal is to improve our collective understanding of trends in bull kelp and forage fish spawning and improve understanding of the combination of variables that contribute to coastal flooding events. An additional goal of these monitoring projects is to build a community of volunteers engaged in local marine monitoring and stewardship.

Task Expected Outcome:
The anticipated outcomes of community science monitoring are improved understanding of long-term trends at the local and regional levels for bull kelp and forage fish spawning, and improved understanding of the combination of variables that contribute to coastal flooding.

Recipient Task Coordinator: Solenne Walker, Jeff Taylor, Sarah Fisken

2. Community Science Monitoring

Deliverables

Number	Description	Due Date
2.1	RECIPIENT will submit a 2024 bull kelp Quality Assurance Project Plan and upload to EAGL.	
2.2	RECIPIENT will submit a 2024 forage fish Quality Assurance Project Plan and upload to EAGL.	
2.3	RECIPIENT will submit Storm surge Quality Assurance Project Plan or waiver and upload to EAGL.	
2.4	RECIPIENT will submit a 2024 bull kelp summary report, copy of data and related photos and upload to EAGL.	
2.5	RECIPIENT will submit a 2024 forage fish summary report, copy of data and related photos and upload to EAGL.	
2.6	RECIPIENT will submit a 2024 storm surge summary report, copy of data and related photos and upload to EAGL.	
2.7	RECIPIENT will submit a 2025 bull kelp Quality Assurance Project Plan and upload to EAGL.	
2.8	RECIPIENT will submit a 2025 forage fish Quality Assurance Project Plan and upload to EAGL.	
2.9	RECIPIENT will submit a 2025 bull kelp summary report, copy of data and related photos and upload to EAGL.	
2.10	RECIPIENT will submit a 2025 forage fish summary report, copy of data and related photos and upload to EAGL.	
2.11	RECIPIENT will submit a 2025 storm surge summary report, copy of data and related photos and upload to EAGL.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $42,754.00

Task Title: 3. Derelict Crab Pot Removal

Task Description:
The RECIPIENT will identify popular recreational crabbing areas and use side scan sonar surveys to locate lost crab pots in east Jefferson County waters. The RECIPIENT will work with the Sea Dragons, a local youth robotics group, to conduct removal operations using a submersible remotely operated vehicles (ROV) and continue to develop this method for lost crab pot recovery.

The RECIPIENT will submit a 2024 and 2025 summary report of derelict crab pot removal activities including data collected and summary of actions.

Task Goal Statement:
The goal of this project is to remove lost crab pots from east Jefferson County marine waters. This will use a new method of locating and recovering lost crab pots using an ROV in place of divers. This will reduce the number of pots that are lost by sharing data collected as part of this project and raising awareness about the issue. A long-term goal is to develop a replicable lost pot recovery method for other coastal communities with access to ROVs.

Task Expected Outcome:
The marine ecosystems of east Jefferson County will be improved by removing lost crab pots. An increased number of recreational crabbers will be informed of the problem of derelict crab pots, which may lead to increased adoption of best practices for crabbing and setting pots.

Recipient Task Coordinator: Jeff Taylor

3. Derelict Crab Pot Removal

Deliverables

Number	Description	Due Date
3.1	RECIPIENT will submit a 2024 summary report of derelict crab pot removal activities including data collected, summary of actions and upload to EAGL.	
3.2	RECIPIENT will submit a 2025 summary report of derelict crab pot removal activities including data collected, summary of actions and upload to EAGL.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** $5,144.00

Task Title: 4. Voluntary No-Anchor Zones

Task Description:
The RECIPIENT protects local eelgrass and shellfish beds by maintaining voluntary no-anchor zones in Port Townsend Bay, along the Port Townsend waterfront, and further south near Port Hadlock, as well as in Mystery Bay. These buoy fields inform boaters where to avoid dropping their anchors, preventing anchor damage within these critical marine habitats. The RECIPIENT will continue to conduct maintenance of the sites, including checking buoy lines, removing tangled debris and marine fouling, and replacing buoys and worn underwater hardware.

The RECIPIENT will submit a final 2024 and 2025 summary report for the voluntary no-anchor zones efforts, including buoy maintenance, boater compliance monitoring, and report on any presentations.

Task Goal Statement:
The goal of the project is to protect three established eelgrass and shellfish habitat areas by encouraging boaters to respect voluntary no-anchor zones delineated by marker buoys.

Task Expected Outcome:
The anticipated outcomes of this project are to increase boaters' awareness of why they should anchor outside of eelgrass beds and reduce damage to eelgrass and shellfish beds.

Recipient Task Coordinator: Troy McKelvey

4. Voluntary No-Anchor Zones

Deliverables

Number	Description	Due Date
4.1	RECIPIENT will submit a 2024 final project report (summary of buoy maintenance, boater compliance monitoring, report on any presentations) and upload to EAGL.	
4.2	RECIPIENT will submit a 2025 final project report (summary of buoy maintenance, boater compliance monitoring, report on any presentations) and upload to EAGL.	

SCOPE OF WORK

Task Number: 5 **Task Cost:** $12,988.00

Task Title: 5. Olympia Oyster Restoration

Task Description:
The RECIPIENT has existing Olympia oyster restoration sites in South Discovery Bay – the North Powerlines site, South Powerlines site, and Lagoon site, where there is a small but stable extant Olympia oyster population.

The RECIPIENT will continue to place Olympia oyster shells at restoration sites, as needed, to provide substrate for larvae to settle on, and monitor the number, size, and recruitment of Olympia oysters. The RECIPIENT will continue to assess potential sites for restoration across east Jefferson County with guidance from WDFW and other partners.

The RECIPIENT will submit a 2024 and 2025 Discovery Bay QAPP.

The RECIPIENT will submit a summary report for the 2024 and 2025 efforts to restore the Olympia oyster populations.

Task Goal Statement:
The goal of this project is to support the expansion of Olympia oyster populations in east Jefferson County. This effort will form dense, natural, sustainable native oyster beds that provide complex marine habitat and benefits to a variety of marine species that live, feed, or migrate through the low intertidal zone.

Task Expected Outcome:
The expected outcome within the grant timeline is a larger, self-sustaining bed of Olympia oysters, and a more informed and engaged community of Olympia oyster volunteers.

Recipient Task Coordinator: Neil Harrington

5. Olympia Oyster Restoration

Deliverables

Number	Description	Due Date
5.1	RECIPIENT will submit a 2024 Discovery Bay Quality Assurance Project Plan and upload to EAGL.	
5.2	RECIPIENT will submit a 2024 summary report of Discovery Bay activities, including data collected, summary of actions, and related photos and upload to EAGL.	
5.3	RECIPIENT will submit a 2025 Discovery Bay Quality Assurance Project Plan and upload to EAGL.	
5.4	RECIPIENT will submit a 2025 summary report of Discovery Bay activities, including data collected, summary of actions, and related photos and upload to EAGL.	

BUDGET

Funding Distribution EG240120

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: General Fund - State 2023-24
Funding Type: Grant
Funding Effective Date: 10/01/2023
Funding Expiration Date: 06/30/2024

Funding Source:

Title: General Fund - State

Fund: FD
Type: State
Funding Source %: 100%
Description: To distribute equally among the seven Puget Sound Marine Resources Committees.

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? Yes

General Fund - State 2023-24	Task Total
1. MRC Operations	$ 45,215.00
2. Community Science Monitoring	$ 2,380.00
3. Derelict Crab Pot Removal	$ 10,377.00
4. Voluntary No-Anchor Zones	$ 2,022.00
5. Olympia Oyster Restoration	$ 5,006.00
	Total: $ 65,000.00

BUDGET

Funding Distribution EG240121

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: General Fund - State 2024-25
Funding Effective Date: 07/01/2024
Funding Type: Grant
Funding Expiration Date: 06/30/2025

Funding Source:

Title: General Fund - State

Fund: FD
Type: State
Funding Source %: 100%
Description: To distribute equally among the seven Puget Sound Marine Resources Committees.

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? Yes

General Fund - State 2024-25	Task Total
1. MRC Operations	$ 45,139.00
2. Community Science Monitoring	$ 2,380.00
3. Derelict Crab Pot Removal	$ 10,377.00
4. Voluntary No-Anchor Zones	$ 2,022.00
5. Olympia Oyster Restoration	$ 5,000.00
	Total: $ 64,918.00

BUDGET

Funding Distribution EG240122

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title:	EPA/Puget Sound Partnership 2023-24	Funding Type:	Grant
Funding Effective Date:	10/01/2023	Funding Expiration Date:	09/30/2024

Funding Source:

Title:	Puget Sound Partnership/EPA
Fund:	FD
Type:	Federal
Funding Source %:	100%
Description:	Northwest Straits Commission and Marine Resources Committees

Federal Awarding Agency:	Environmental Protection Agency
Federal Awarding Agency Contact:	Ahren Stroming
Federal Awarding Agency Phone:	360-918-1337
Federal Awarding Agency Email:	ahren.stroming@psp.wa.go
Federal Awarding Agency Address:	PO Box 40900, Olympia WA 98504-0900
CFDA Catalog Name:	National Estuary Program
CFDA Number:	66.456
FAIN:	CE01J97401
Research Grant:	No
Federal Award Date:	10/1/2021
Total Federal Award Amount:	$3,400,000.00
Federal Funds Obligated To Recipient:	$59,000.00

Approved Indirect Costs Rate:	Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%
Recipient Match %:	0%
InKind Interlocal Allowed:	No
InKind Other Allowed:	No

Is this Funding Distribution used to match a federal grant? Yes

EPA/Puget Sound Partnership 2023-24	Task Total
1. MRC Operations	$ 40,000.00
2. Community Science Monitoring	$ 5,000.00
3. Derelict Crab Pot Removal	$ 11,000.00
4. Voluntary No-Anchor Zones	$ 550.00
5. Olympia Oyster Restoration	$ 2,450.00
	Total: $ 59,000.00

BUDGET

Funding Distribution EG240123

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title:	EPA/Puget Sound Partnership 2024-25	Funding Type:	Grant
Funding Effective Date:	10/01/2024	Funding Expiration Date:	09/30/2025

Funding Source:

Title:	Puget Sound Partnership/EPA
Fund:	FD
Type:	Federal
Funding Source %:	100%
Description:	Northwest Straits Commission and Marine Resources Committees

Federal Awarding Agency:	Environmental Protection Agency
Federal Awarding Agency Contact:	Ahren Stroming
Federal Awarding Agency Phone:	360-918-1337
Federal Awarding Agency Email:	ahren.stroming@psp.wa.go
Federal Awarding Agency Address:	PO Box 40900, Olympia WA 98504-0900
CFDA Catalog Name:	National Estuary Program
CFDA Number:	66.456
FAIN:	CE01J97401
Research Grant:	No
Federal Award Date:	10/1/2021
Total Federal Award Amount:	$3,400,000.00
Federal Funds Obligated To Recipient:	$60,082.00

Approved Indirect Costs Rate:	Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%
Recipient Match %:	0%
InKind Interlocal Allowed:	No
InKind Other Allowed:	No

Is this Funding Distribution used to match a federal grant? Yes

EPA/Puget Sound Partnership 2024-25	Task Total
1. MRC Operations	$ 43,000.00
2. Community Science Monitoring	$ 5,000.00
3. Derelict Crab Pot Removal	$ 11,000.00
4. Voluntary No-Anchor Zones	$ 550.00
5. Olympia Oyster Restoration	$ 532.00
	Total: $ 60,082.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
General Fund - State 2023-24	0.00 %	$ 0.00	$ 65,000.00	$ 65,000.00
General Fund - State 2024-25	0.00 %	$ 0.00	$ 64,918.00	$ 64,918.00
EPA/Puget Sound Partnership 2023-24	0.00 %	$ 0.00	$ 59,000.00	$ 59,000.00
EPA/Puget Sound Partnership 2024-25	0.00 %	$ 0.00	$ 60,082.00	$ 60,082.00
Total		**$ 0.00**	**$ 249,000.00**	**$ 249,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

CREDIT AND ACKNOWLEDGEMENT
Reports, documents, signage, videos, or other media, developed as part of projects funded by EPA funded Agreements shall display both the EPA and Puget Sound Partnership logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency under Assistance Agreement CE-01J65401 to Puget Sound Partnership. 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."

1. INTRODUCTION
The below provisions are not listed on OMB Standard Form 424B (Rev 4- 2012). These provisions apply only to Sub-recipients.

2. AUDIT REQUIREMENTS
Sub-recipient CONTRACTOR shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements), if the CONTRACTOR 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 CONTRACTOR shall forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to Ecology 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/

3. COST PRINCIPLES/INDIRECT COSTS FOR STATE AGENCIES
GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award.
In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements", if

the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

4. CIVIL RIGHTS OBLIGATIONS

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on Standard Form 424B. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

5. NON DISCRIMINATION AND DISADVANTAGED, MBE, WBE BUSINESS ENTERPRISES ADDITIONAL REQUIREMENTS

CONTRACTOR agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement, contained in 40 CFR, Part 33. CONTRACTOR shall include the following provision in all subcontracts involving use of federal funds:

In accordance with 40 CFR 33.106 and its Appendix A, the CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor administration shall carry out applicable requirements of 40 CFR part 33 in the award of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

6. DRUG FREE WORKPLACE

CONTRACTOR (Sub-Recipient) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal award and keep this information on file during the performance of the award.

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

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipient can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: http://ecfr.gpoaccess.gov.

7. INTERNATIONAL TRAVEL (Including Canada)

All International Travel must be approved by the US Environmental Protection Agency's, Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.

8. LEP (Limited English Proficiency) Title VI

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 Sub- 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.pd.

In accepting this contract, 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/PSP that such compliance programs exist and are being

implemented or to otherwise demonstrate how it is meeting its Title VI obligations. For example, if CONTRACTOR's responsibilities under this contract include gathering public input on an environmental issue, CONTRACTOR's communication with the public should attempt to minimize barriers that interfere with the ability of LEP persons to meaningfully participate.

9. 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 CONTRACT. 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.

10. 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 Project Monitor prior to releasing any final reports or products resulting from the funded study.

11. REIMBURSEMENT LIMITATION

If CONTRACTOR expends more than the amount of the Environmental Protection Agency (EPA) funding in this agreement in anticipation of receiving additional funds from EPA, it does so at its own risk. EPA is not legally obligated to reimburse PSP, nor its sub-recipients, for costs incurred in excess of the EPA approved budget.

12. SIX GOOD FAITH EFFORTS, 40 CFR, PART 33, SUBPART C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, service and supplies under an EPA financial assistance agreement, and to require that subrecipients, loan recipients, and prime contractor also comply. Records documenting compliance with the six good faith efforts shall be retained:

a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting whenever they are potential sources.

b) 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.

c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraph (a) through (e) of this section.

13. SUB-AWARDS

If CONTRACTOR (Sub-Recipient) makes sub-awards under this contract, CONTRACTOR is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. CONTRACTOR agrees to:

- Establish all sub-award agreements in writing;
- Maintain primary responsibility for ensuring successful completion of the approved project (Sub-Recipient cannot delegate or transfer this responsibility to a sub-awardee);
- Ensure that any sub-awards comply with the standards in Section 210(a)-(d) of OMB Circular A-133, and are not used to acquire commercial goods or services for the 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 Ecology'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 Ecology for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

14. TRAFFICKING IN PERSONS AND TRAFFICKING VICTIM PROTECTION ACT OF 2000 (TVPA) AS AMENDED IN 22 U.S.C. 7104(g)

This provision applies only to a Sub-Recipient, and all sub-awardees of Sub-Recipient, if any. See page one (1) of this contract for determination of whether CONTRACTOR is a sub- recipient. Sub-Recipient 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, and all sub-awardees of Sub-Recipient must inform Ecology 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.

15. UNLIQUIDATED OBLIGATIONS (ULO)

Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the

RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

• Keep the IDP at the project site.

• Make the IDP readily available to anyone working at the project site.

• Discuss the IDP with staff, volunteers, and contractors working at the project site.

• Implement the IDP when Cultural Resources or human remains are found at the project site. .

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT 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.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

DocuSign

Certificate Of Completion

Envelope Id: F380320D2F1141CC872826EBC07D2C54
Status: Delivered
Subject: Ready for Signature: Grant Agreement SEANWS-2023-JeCoWS-00006
Source Envelope:
Document Pages: 36 Signatures: 4
Certificate Pages: 5 Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Cindy James
cjam461@ECY.WA.GOV
IP Address: 147.55.7.168

Record Tracking

Status: Original
10/12/2023 4:14:03 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Cindy James
cjam461@ECY.WA.GOV
Pool: FedRamp
Pool: Washington State Department of Ecology - SEA Agreements

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Amit Sharma amit.sharma1@wsu.edu Security Level: Email, Account Authentication (None)	DocuSigned by: Amit Sharma DA947FAFDDAE4D4... Signature Adoption: Pre-selected Style Using IP Address: 216.160.67.109	Sent: 10/12/2023 4:27:53 PM Viewed: 10/12/2023 4:29:00 PM Signed: 10/12/2023 4:29:47 PM
Electronic Record and Signature Disclosure: Accepted: 10/12/2023 4:29:00 PM ID: 242cee39-5c88-4b11-a943-adf75e9ff051		
Greg Brotherton gbrotherton@co.jefferson.wa.us Security Level: Email, Account Authentication (None)	DocuSigned by: Greg Brotherton 692F52A9CA2146B... Signature Adoption: Pre-selected Style Using IP Address: 64.184.145.20	Sent: 10/12/2023 4:29:48 PM Viewed: 10/13/2023 9:56:25 AM Signed: 10/13/2023 9:56:36 AM
Electronic Record and Signature Disclosure: Accepted: 10/13/2023 9:56:25 AM ID: d357fe99-d0f2-4aa6-97c4-d16f87d421e3		
Philip C Hunsucker phunsucker@co.jefferson.wa.us Security Level: Email, Account Authentication (None)	DocuSigned by: Philip C Hunsucker A16074640A1A475... Signature Adoption: Pre-selected Style Using IP Address: 64.184.145.20	Sent: 10/13/2023 9:56:37 AM Viewed: 10/13/2023 9:58:03 AM Signed: 10/13/2023 9:58:21 AM
Electronic Record and Signature Disclosure: Accepted: 10/13/2023 9:58:03 AM ID: c3bf7c59-be64-4744-931e-df3c7b690bc2		
Joenne McGerr jomc461@ecy.wa.gov Joenne McGerr, SEA Program Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Joenne McGerr 131D8561CAF8416... Signature Adoption: Pre-selected Style Using IP Address: 147.55.7.168	Sent: 10/16/2023 7:09:08 AM Viewed: 10/16/2023 8:15:23 AM Signed: 10/16/2023 8:21:43 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Cindy James cjam461@ecy.wa.gov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 147.55.7.168	Sent: 10/13/2023 9:58:23 AM Viewed: 10/16/2023 6:43:13 AM Completed: 10/16/2023 7:09:08 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Cindy James cjam461@ecy.wa.gov Security Level: Email, Account Authentication (None)		Sent: 10/16/2023 8:21:45 AM Viewed: 10/16/2023 8:26:12 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Sasha Horst horst@nwstraits.org Operations Manager Northwest Straits Commission Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/12/2023 4:27:53 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Monica Montgomery monica.montgomery1@wsu.edu Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/12/2023 4:27:54 PM Viewed: 10/12/2023 4:35:58 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/12/2023 4:27:54 PM
Certified Delivered	Security Checked	10/16/2023 8:26:12 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SEA Agreements (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact SEA Agreements:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: ruva461@ecy.wa.gov

To advise SEA Agreements of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at ruva461@ecy.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from SEA Agreements

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to ruva461@ecy.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SEA Agreements

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to ruva461@ecy.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SEA Agreements as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SEA Agreements during the course of your relationship with SEA Agreements.

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: **Board of County Commissioners**
Mark McCauley, County Administrator

FROM: **Monica Montgomery, Water Programs Coordinator**
Jefferson County Marine Resources Committee (MRC) and WSU Extension

DATE: **October 9, 2023**

SUBJECT: **AGREEMENT** re: 2023-2025 Grant with State of Washington Department of Ecology that will be administered through the Northwest Straits Commission: In the Amount of $250,000 of state and federal funding for MRC-sponsored marine stewardship projects in East Jefferson County between October 2023 and September 2025

STATEMENT OF ISSUE:

The Jefferson County Marine Resources Committee (MRC) has prepared a grant agreement between Jefferson County and the State of Washington Department of Ecology that will be administered through the Northwest Straits Commission. This grant will provide $250,000 of state and federal funding for MRC-sponsored marine stewardship projects in East Jefferson County between October 2023 and September 2025.

ANALYSIS:

The grant agreement has been reviewed and approved by the PAO.

FISCAL IMPACT:

This grant will add $250,000 to the Jefferson County MRC budget for marine and nearshore ecosystem stewardship projects in East Jefferson County.

RECOMMENDATION:

Signature for approval. Please note that once County review is complete and the grant agreement is approved, Ecology will require signatures via DocuSign to execute the agreement.

REVIEWED BY:

Mark McCauley, County Administrator

10/5/23
Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: State of WA Dept of Ecology Contract No: SEANWS-2023-

Contract For: Jeff. Co. MRC Term: 10/1/2023-9/30/2025

COUNTY DEPARTMENT:	WSU Jefferson County Extension
Contact Person:	Monica Montgomery
Contact Phone:	360-540-3708
Contact email:	monica.montgomery1@wsu.edu

AMOUNT: $250,000

Revenue: $250,000

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

PROCESS:

- ☐ **Exempt from Bid Process**
- ☐ **Cooperative Purchase**
- ☐ **Competitive Sealed Bid**
- ☐ **Small Works Roster**
- ☐ **Vendor List Bid**
- ☐ **RFP or RFQ**
- ☒ **Other:** grant agreement

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ **N/A:** ■ Signature 9/22/2023 Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ **N/A:** ■ Signature 9/22/2023 Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 9/29/2023.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 9/27/2023.
State language - cannot change.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

DocuSign Envelope ID: 4C563D0F-7876-4DA8-BBA9-DF19F8799B7D

DEPARTMENT OF ECOLOGY
State of Washington

AMENDMENT NO. 1
TO AGREEMENT NO. SEANWS-2023-JeCoWS-00006
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
Jefferson County

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and Jefferson County (RECIPIENT) for the Jefferson County MRC Operations and Projects 2023-2025 (PROJECT).

The purpose of Amendment 1 is to adjust the scope of work and budget for Task 2 and Task 3 as follows:

Task 2: A new subtask will pilot the use of satellite imagery to monitor bull kelp. The storm surge subtask is reduced from two sites to one site.

Task 3: The derelict crab pot removal task is reduced in year one. The RECIPIENT will only assess of use side scan sonar and remote operated vehicles (ROVs) to remove crab pots. No removal operations will be conducted in year one.

The budget for Task 2 is increased by $18,862.64 from $14,760.00 to $33,622.64.

The budget for Task 3 is reduced by $18,862.64 from $42,754.00 to $23,891.36.

The expiration date remains the same.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

CHANGES TO THE BUDGET

Funding Distribution EG240123

Funding Title: EPA/Puget Sound Partnership 2024-25

Funding Type: Grant

Funding Effective Date: 10/01/2024 Funding Expiration Date: 09/30/2025

Funding Source:

Title: Puget Sound Partnership/EPA

Fund:	FD
Type:	Federal
Funding Source %:	100%
Description:	Northwest Straits Commission and Marine Resources Committees

Federal Awarding Agency:	Environmental Protection Agency
Federal Awarding Agency Contact:	Ahren Stroming
Federal Awarding Agency Phone:	360-918-1337
Federal Awarding Agency Email:	ahren.stroming@psp.wa.go
Federal Awarding Agency Address:	PO Box 40900, Olympia WA 98504-0900
CFDA Catalog Name:	National Estuary Program
CFDA Number:	66.456
FAIN:	CE01J97401
Research Grant:	No
Federal Award Date:	10/1/2021
Total Federal Award Amount:	$3,400,000.00
Federal Funds Obligated To Recipient:	$60,000.00

Approved Indirect Costs Rate:	Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%
Recipient Match %:	0%
InKind Interlocal Allowed:	No
InKind Other Allowed:	No

Is this Funding Distribution used to match a federal grant? Yes

EPA/Puget Sound Partnership 2024-25	**Task Total**
1. MRC Operations	$ 42,918.00
2. Community Science Monitoring	$ 5,000.00
3. Derelict Crab Pot Removal	$ 11,000.00
4. Voluntary No-Anchor Zones	$ 550.00
5. Olympia Oyster Restoration	$ 532.00
	Total: $ 60,000.00

CHANGES TO THE BUDGET

Funding Distribution EG240122

Funding Title: EPA/Puget Sound Partnership 2023-24

Funding Type: Grant

Funding Effective Date: 10/01/2023 Funding Expiration Date: 09/30/2024

Funding Source:

Title: Puget Sound Partnership/EPA

Fund: FD

Type: Federal

Funding Source %: 100%

Description: Northwest Straits Commission and Marine Resources Committees

Federal Awarding Agency: Environmental Protection Agency
Federal Awarding Agency Contact: Ahren Stroming
Federal Awarding Agency Phone: 360-918-1337
Federal Awarding Agency Email: ahren.stroming@psp.wa.go
Federal Awarding Agency Address: PO Box 40900, Olympia WA 98504-0900

CFDA Catalog Name: National Estuary Program

CFDA Number: 66.456
FAIN: CE01J97401
Research Grant: No
Federal Award Date: 10/1/2021
Total Federal Award Amount: $3,400,000.00
Federal Funds Obligated To Recipient: $59,000.00

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? Yes

EPA/Puget Sound Partnership 2023-24	**Task Total**
1. MRC Operations	$ 40,000.00
2. Community Science Monitoring	$ 15,803.63
3. Derelict Crab Pot Removal	$ 196.37
4. Voluntary No-Anchor Zones	$ 550.00
5. Olympia Oyster Restoration	$ 2,450.00

Total: $ 59,000.00

CHANGES TO THE BUDGET

Funding Distribution EG240121

Funding Title: General Fund - State 2024-25

Funding Type: Grant

Funding Effective Date: 07/01/2024 Funding Expiration Date: 06/30/2025

Funding Source:

Title: General Fund - State

Fund: FD

Type: State

Funding Source %: 100%

Description: To distribute equally among the seven Puget Sound Marine Resources Committees.

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? Yes

General Fund - State 2024-25	Task Total
1. MRC Operations	$ 45,221.00
2. Community Science Monitoring	$ 2,380.00
3. Derelict Crab Pot Removal	$ 10,377.00
4. Voluntary No-Anchor Zones	$ 2,022.00
5. Olympia Oyster Restoration	$ 5,000.00

Total: $ 65,000.00

CHANGES TO THE BUDGET

Funding Distribution EG240120

Funding Title: General Fund - State 2023-24

Funding Type: Grant

Funding Effective Date: 10/01/2023 Funding Expiration Date: 06/30/2024

Funding Source:

Title: General Fund - State

Fund: FD

Type: State

Funding Source %: 100%

Description: To distribute equally among the seven Puget Sound Marine Resources Committees.

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? Yes

General Fund - State 2023-24	**Task Total**
1. MRC Operations	$ 45,215.00
2. Community Science Monitoring	$ 10,439.01
3. Derelict Crab Pot Removal	$ 2,317.99
4. Voluntary No-Anchor Zones	$ 2,022.00
5. Olympia Oyster Restoration	$ 5,006.00
	Total: $ 65,000.00

CHANGES TO SCOPE OF WORK

Task Number: 2 **Task Cost:** $33,622.64

Task Title: 2. Community Science Monitoring

Task Description:

Bull Kelp: Using the Northwest Straits Commission kayak-based survey protocol, the RECIPIENT will coordinate and train community volunteers to monitor bull kelp at the North Beach East Bed, record observations of the bed extent, depth measurements, surface temperature, and other water quality measurements.

Forage Fish: The RECIPIENT will follow the Washington State Department of Fish and Wildlife (WDFW) blue bowl method

for surveying forage fish eggs at Dabob Bay, and an adapted version of the WDFW protocol at the Fort Townsend State Park restoration site. Index site data will be submitted via the WDFW iForm mobile app and beach samples collected will be shipped to WDFW for lab processing. Fort Townsend State Park site data and beach samples will be submitted to the Point No Point Treaty Council.

Storm surge: The RECIPIENT will continue to monitor the existing study site in Port Townsend and develop a protocol for monitoring "total water level" during coastal flooding events. Monitoring total water levels captures the sum of parameters that contribute to coastal flooding events that are not currently that are not currently assessed together in forecasts. The data will be managed analyzed and disseminated by the RECIPIENT using the SoundIQ online map. The RECIPIENT will develop and share a protocol for this project that includes how these data are assessed together and used to anticipate flood events, how sites are selected for monitoring, and how to take informative photos.

Bull Kelp Monitoring Pilot using Satellite Imagery: The RECIPIENT will develop a protocol and QAPP to pilot the use of satellite imagery to document kelp beds in the Strait of Juan de Fuca at the north end of the Quimper Peninsula and the Beckett Point region of Discovery Bay. This is a technology evaluation project that will evaluate how well they can resolve kelp beds with lower density. The RECIPIENT will compare high-resolution images to lower resolution satellite images and compare satellite images to fixed wing aerial images and high-resolution drone images. Comparisons will be documented in the summary report, including a recommendation on whether to continue to use high resolution satellite images, the potential limitations and advantages of using this technology, and documentation of the findings for kelp bed extent and density, where possible. If the year one pilot study suggests continuing the project, the RECIPIENT will make adaptations based on the pilot recommendations and collect additional satellite imagery, conduct analysis, and compare to bull kelp monitoring data in 2025.

The RECIPIENT will submit separate Quality Assurance Project Plans (QAPPs) or QAPP waivers for the bull kelp, forage fish, storm surge, and bull kelp satellite imagery projects.

The RECIPIENT will submit a 2024 and 2025 bull kelp, forage fish, and storm surge summary report with a copy of data and related photos.

Task Goal Statement:
The overall goal is to improve our collective understanding of trends in bull kelp and forage fish spawning and improve understanding of the combination of variables that contribute to coastal flooding events. An additional goal of these monitoring projects is to build a community of volunteers engaged in local marine monitoring and stewardship.

Task Expected Outcome:
The anticipated outcomes of community science monitoring are improved understanding of long-term trends at the local and regional levels for bull kelp and forage fish spawning, and improved understanding of the combination of variables that contribute to coastal flooding.

Recipient Task Coordinator: Solenne Walker, Jeff Taylor, Sarah Fisken

Deliverables

Number	Description	Due Date

2.1	RECIPIENT will submit a 2024 bull kelp Quality Assurance Project Plan and upload to EAGL.	
2.2	RECIPIENT will submit a 2024 forage fish Quality Assurance Project Plan and upload to EAGL.	
2.3	RECIPIENT will submit Storm surge Quality Assurance Project Plan or waiver and upload to EAGL.	
2.4	RECIPIENT will submit a 2024 bull kelp summary report, copy of data and related photos and upload to EAGL.	
2.5	RECIPIENT will submit a 2024 forage fish summary report, copy of data and related photos and upload to EAGL.	
2.6	RECIPIENT will submit a 2024 storm surge summary report, copy of data and related photos and upload to EAGL.	
2.7	RECIPIENT will submit a 2025 bull kelp Quality Assurance Project Plan and upload to EAGL.	
2.8	RECIPIENT will submit a 2025 forage fish Quality Assurance Project Plan and upload to EAGL.	
2.9	RECIPIENT will submit a 2025 bull kelp summary report, copy of data and related photos and upload to EAGL.	
2.10	RECIPIENT will submit a 2025 forage fish summary report, copy of data and related photos and upload to EAGL.	
2.11	RECIPIENT will submit a 2025 storm surge summary report, copy of data and related photos and upload to EAGL.	
2.12	RECIPIENT will submit a 2024 bull kelp satellite imagery pilot summary report (including comparisons between imagery types, a recommendation on continued use of high-resolution satellite images, potential limitations and advantages of the technology, and documentation of the findings for kelp bed extent and density, where possible), copy of data and related images and upload to EAGL.	
2.13	RECIPIENT will submit a DRAFT bull kelp satellite imagery pilot Quality Assurance Project Plan and upload to EAGL.	
2.14	RECIPIENT will submit a FINAL bull kelp satellite imagery Quality Assurance Project Plan and upload to EAGL.	
2.15	RECIPIENT will submit a 2025 bull kelp satellite imagery pilot summary report (including any data and images) and upload to EAGL.	

CHANGES TO SCOPE OF WORK

Task Number: 3 **Task Cost:** $23,891.36

Task Title: 3. Derelict Crab Pot Removal

Task Description:
The RECIPIENT will identify popular recreational crabbing areas and use side scan sonar surveys to locate lost crab pots in east Jefferson County waters.

In year one the RECIPIENT will assess the costs and viability of using side scan sonar surveys and the use of remotely operated vehicles (ROV)'s to locate and remove lost crab pots in east Jefferson County.

In year two the RECIPIENT will identify popular recreational crabbing areas and use side scan sonar surveys to locate lost crab pots in east Jefferson County waters. The RECIPIENT will work with a contractor and/or volunteer, to conduct surveys and possibly conduct removal operations using a ROV and continue to develop this method for lost crab pot recovery. If removal via ROV is not feasible, then the RECIPIENT may work with a contractor for diver removal operations.

The RECIPIENT will submit a 2024 and 2025 summary report of derelict crab pot removal activities including data collected and summary of actions.

Task Goal Statement:
The goal of this project is to remove lost crab pots from east Jefferson County marine waters. This will use a new method of locating and recovering lost crab pots using an ROV in place of divers. This will reduce the number of pots that are lost by sharing data collected as part of this project and raising awareness about the issue. A long-term goal is to develop a replicable lost pot recovery method for other coastal communities with access to ROVs.

Task Expected Outcome:
The marine ecosystems of east Jefferson County will be improved by removing lost crab pots. An increased number of recreational crabbers will be informed of the problem of derelict crab pots, which may lead to increased adoption of best practices for crabbing and setting pots.

Recipient Task Coordinator: Jeff Taylor

Deliverables

Number	Description	Due Date
3.1	RECIPIENT will submit a 2024 summary report of derelict crab pot activities including data collected, summary of actions and upload to EAGL.	
3.2	RECIPIENT will submit a 2025 summary report of derelict crab pot activities including data collected, summary of actions and upload to EAGL.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
General Fund - State 2023-24	0 %	$ 0.00	$ 65,000.00	$ 65,000.00
General Fund - State 2024-25	0 %	$ 0.00	$ 65,000.00	$ 65,000.00
EPA/Puget Sound Partnership 2023-24	0 %	$ 0.00	$ 59,000.00	$ 59,000.00
EPA/Puget Sound Partnership 2024-25	0 %	$ 0.00	$ 60,000.00	$ 60,000.00
Total		**$ 0.00**	**$ 249,000.00**	**$ 249,000.00**

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 04-01-2024

IN WITNESS WHEREOF, the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

By _____

Joenne McGerr
Shorelands
Program Manager

Date

Jefferson County

By _____ 25 June 2024

Amit Sharma

Date

Kate Dean

Approved Telephonically 7/1/24

2024 Board of County Commissioners, Chair

Date

JEFFERSON COUNTY COMMISSIONERS SEAL STATE OF WASHINGTON

Philip C. Hunsucker

June 20, 2024

Approved as to Form: Philip C. Hunsucker, Jefferson County Chief Civil Deputy Prosecutor

Date

Template Approved to Form by
Attorney General's Office

Template Version: 01.31.2023

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Washington State
Department of Ecology

DocuSigned by:
By: Joenne McGerr 7/8/2024

Joenne McGerr Date
Shorelands
Program Manager

Jefferson County

DocuSigned by:
By: Amit Sharma 7/1/2024

Amit Sharma Date

Kate Dean

DocuSigned by
7/2/2024

2024 Board of County Commissioners, Chair Date

Philip C. Hunsucker

DocuSigned by
Philip C. Hunsucker 7/2/2024

Approved as to Form. Philip C. Hunsucker, Jefferson County Chief Civil Deputy Prosecutor Date

Template Approved to Form by
Attorney General's Office

Template Version 10/30/2015

DocuSign

Certificate Of Completion

Envelope Id: 4C563D0F78764DA8BBA9DF19F8799B7D
Status: Delivered
Subject: Ready for Signature: Amendment #1 to Grant Agreement #SEANWS-2023-JeCoWS-00006
Source Envelope:
Document Pages: 11
Signatures: 4
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Michele Boderck
P.O. Box 47600
Olympia, WA 98504
mbod461@ecy.wa.gov
IP Address: 73.221.93.79

Record Tracking

Status: Original
7/1/2024 10:51:37 AM
Holder: Michele Boderck
mbod461@ecy.wa.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Washington State Department of Ecology
Location: DocuSign

Signer Events	Signature	Timestamp
Amit Sharma amit.sharma1@wsu.edu Security Level: Email, Account Authentication (None)	DocuSigned by: Amit Sharma D6DEFAD5514F4CB... Signature Adoption: Pre-selected Style Using IP Address: 216.160.67.109	Sent: 7/1/2024 11:03:33 AM Viewed: 7/1/2024 11:21:13 AM Signed: 7/1/2024 11:22:54 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Philip C. Hunsucker phunsucker@co.jefferson.wa.us Security Level: Email, Account Authentication (None)	DocuSigned by: Philip C. Hunsucker 3D7DFA43253C4B6... Signature Adoption: Pre-selected Style Using IP Address: 64.184.145.20	Sent: 7/1/2024 11:22:56 AM Viewed: 7/2/2024 6:58:42 AM Signed: 7/2/2024 6:59:21 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kate Dean kdean@co.jefferson.wa.us Security Level: Email, Account Authentication (None)	DocuSigned by: 6F565EF88F09461... Signature Adoption: Drawn on Device Using IP Address: 104.28.50.42 Signed using mobile	Sent: 7/2/2024 6:59:22 AM Viewed: 7/2/2024 11:14:21 AM Signed: 7/2/2024 11:15:52 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Joenne McGerr jomc461@ecy.wa.gov Program Manager, SEA Security Level: Email, Account Authentication (None)	DocuSigned by: Joenne McGerr 929BD1E726D8497... Signature Adoption: Pre-selected Style Using IP Address: 165.151.61.85	Sent: 7/2/2024 11:37:58 AM Viewed: 7/8/2024 4:22:24 PM Signed: 7/8/2024 4:26:03 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Michele Boderck mbod461@ecy.wa.gov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 73.221.93.79	Sent: 7/2/2024 11:15:52 AM Viewed: 7/2/2024 11:37:08 AM Completed: 7/2/2024 11:37:57 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Michele Boderck mbod461@ecy.wa.gov Security Level: Email, Account Authentication (None)		Sent: 7/8/2024 4:26:04 PM Viewed: 7/8/2024 4:40:56 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Sasha Horst horst@nwstraits.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/1/2024 11:03:32 AM Viewed: 7/8/2024 3:23:21 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Katie Kowal kkowal@co.jefferson.wa.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/1/2024 11:03:33 AM Viewed: 7/1/2024 11:45:15 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/1/2024 11:03:33 AM
Certified Delivered	Security Checked	7/8/2024 4:40:56 PM

Payment Events	Status	Timestamps

Clear Form

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: State of WA Dept of Ecology Contract No: SEANWS-2023

Contract For: Jeff. Co. MRC - original for the amendment Term: 10/01/2023-09/30/2025

COUNTY DEPARTMENT:	wsu
Contact Person:	kATIE kOWAL
Contact Phone:	360-379-5610 X320
Contact email:	KKOWAL@CO.JEFFERSON.WA.US

AMOUNT: $250,000

Revenue: $250,000
Expenditure:
Matching Funds Required:
Sources(s) of Matching Funds
Fund #
Munis Org/Obj

PROCESS:

- ☐ **Exempt from Bid Process**
- ☐ **Cooperative Purchase**
- ☐ **Competitive Sealed Bid**
- ☐ **Small Works Roster**
- ☐ **Vendor List Bid**
- ☐ **RFP or RFQ**
- ☑ **Other:** GRANT AGREEMENT

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ■ **N/A:** ☐ Signature 06/19/24 Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ■ **N/A:** ☐ Signature 06/19/24 Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 6/20/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 6/20/2024.
Agenda request and amendment should follow the contract review form.
Then, the initial contract should follow.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: **Board of County Commissioners**
Mark McCauley, County Administrator

FROM: **Katie Kowal, Water Resources Program Manager**
Jefferson County Marine Resources Committee and WSU Extension

DATE: July 1, 2024

RE: **Jefferson County Marine Resources Committee Grant Amendment #1 (SEANWS-2023-JeCoWS-00006)**

STATEMENT OF ISSUE:

The Jefferson County Marine Resources Committee Grant (SEANWS-2023-JeCoWS-00006), effective 10/01/2023, requires an Amendment (#1) to adjust the scope of work and budget for Task 2 and Task 3 as follows:

Task 2: A new subtask will pilot the use of satellite imagery to monitor bull kelp. The storm surge subtask is reduced from two sites to one site.
Task 3: The derelict crab pot removal task is reduced in year one. The RECIPIENT will only assess of use side scan sonar and remote operated vehicles (ROVs) to remove crab pots. No removal operations will be conducted in year one.

The budget for Task 2 is increased by $18,862.64 from $14,760.00 to $33,622.64.
The budget for Task 3 is reduced by $18,862.64 from $42,754.00 to $23,891.36.
There is not net change to the overall grant budget in Amendment 1.

ANALYSIS:
The contract amendment has been reviewed and approved as to form by the PAO.

FISCAL IMPACT:
Funding is redistributed between Tasks 2 and 3, but there is no net change to the overall grant budget.

RECOMMENDATION:
Signature for approval of the contract amendment. Dept. of Ecology will also be sending an email to have the contract be signed via DocuSign.

REVIEWED BY:

Mark McCauley, County Administrator Date 6/25/24

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: State of WA Dept of Ecology Contract No: SEANWS-2023-~~c~~ JeCoWS-00004

Contract For: JeffCo Marine Resources Committee Term: 10/01/2023-9/30/2025

COUNTY DEPARTMENT:	WSU Jefferson County Extension
Contact Person:	Katie Kowal
Contact Phone:	360-379-5610 x320
Contact email:	kkowal@co.jefferson.wa.us

AMOUNT: _____

Revenue: _____

Expenditure: _____

Matching Funds Required: _____

Sources(s) of Matching Funds _____

Fund # _____

Munis Org/Obj _____

PROCESS:

- ☐ **Exempt from Bid Process**
- ☐ **Cooperative Purchase**
- ☐ **Competitive Sealed Bid**
- ☐ **Small Works Roster**
- ☐ **Vendor List Bid**
- ☐ **RFP or RFQ**
- ✓ **Other:** Grant Amendment

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ■ **N/A:** ☐ Katie Kowal (Signature) 06/17/2024 (Date)

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ■ **N/A:** ☐ Katie Kowal (Signature) 06/17/2024 (Date)

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 6/17/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 6/19/2024.
State language - cannot change.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL