

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, P.E., Public Works Director/County Engineer 

Agenda Date: January 2, 2024

Subject: Agreement between Jefferson County and Trout Unlimited for:
Fish barrier culvert replacements at three sites on Upper Hoh Road
and two sites on Oil City Road

Statement of Issue: Agreement between Jefferson County and Trout Unlimited to replace fish barrier culverts at Upper Hoh Road MP 1.24 (Unnamed tributary to Hell Roaring Creek), Upper Hoh Road MP 2.76 (Snell Creek), Upper Hoh Road MP 4.96 (Lindner Creek), Oil City Road MP 5.96 (Six Mile Creek), and Oil City Road MP 6.73 (Unnamed tributary to Hoh River).

Analysis/Strategic Goals/Pro's & Con's: Trout Unlimited has obtained grant funding through the National Oceanic and Atmospheric Administration (NOAA) to correct the fish passage barriers at the Upper Hoh Road sites listed above. The culvert at Upper Hoh Rd MP 1.24 will be replaced with a new, larger box culvert, and the culverts at Upper Hoh Rd MP 2.76 and 4.96 will be replaced with bridges. The NOAA funding includes \$53,754 for Jefferson County for project collaboration costs. This agreement is necessary in order to establish the responsibilities of both parties, and to authorize Jefferson County to bill Trout Unlimited for expenses.

Fiscal Impact/Cost Benefit Analysis: The total amount of funding available to Jefferson County, to be billed on a reimbursable basis, is \$53,754.

Recommendation: The Board is requested to sign the three originals of the Agreement with Trout Unlimited, and return to Public Works.

Department Contact: Mark Thurston, P.E. Project Manager, 385-9210.

Reviewed By:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Trout Unlimited

Contract No: PW 2023-118

Contract For: Subrecipient agreement - Upper Hoh Rd culvert replacements Term:

COUNTY DEPARTMENT:	Public Works
Contact Person:	Mark Thurston, Chris Spall
Contact Phone:	Ext. 210, Ext. 208
Contact email:	mthurston@co.jefferson.wa.us, cspall@co.jefferson.wa.us

AMOUNT: \$53,754

Revenue: 180 333 11

Expenditure: 595

Matching Funds Required: No

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: Sub-recipient agreement |

APPROVAL STEPS:

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

CERTIFIED: ☐ N/A: ☒

Mark Thurston

Signature

12-11-23

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: ☒

Mark Thurston

Signature

12-11-23

Date

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

✓ Electronically approved by Risk Management on 12/11/2023.

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

✓ Electronically approved as to form by PAO on 12/14/2023.
Virginia law applies and all disputes must be in Virginia. This could increase the risk to the county, particularly if hiring a Virginia lawyer is required. Risk Management decision.

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

TROUT UNLIMITED, INC
Western Washington Program

AGREEMENT COVER SHEET

TYPE OF AGREEMENT: Subrecipient agreement for reimbursable activities to Jefferson County Public Works. UEI Number: PC7MRLYLNGD5

SUBRECIPIENT AWARD AMOUNT:

Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: \$53,754

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: \$53,754

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: \$53,754

SUBRECIPIENT AGREEMENT PERIOD: November 1, 2023 – February 28, 2026

FEDERAL FUNDING INFORMATION:

Federal Awarding Agency: Dept. of Commerce - National Oceanic and Atmospheric Administration is the federal awarding agency.

Federal Award Identification Number (FAIN): **NA23NMF4630010**

Federal Award Date: March 1, 2023

Federal Award Project Description: Olympic Peninsula Coldwater Connection Campaign – Hoh and Wisen Fish Passage Project

Federal Assistance Listing Number (CFDA): 11.463

Indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 C.F.R. § 200.414): 13.84%

PASS-THROUGH ENTITY: *Trout Unlimited, Inc.* is the pass-through entity.

Trout Unlimited, Inc
1777 North Kent Street
Suite 100
Arlington, VA 22209

Project Manager
Luke Kelly
Western WA Program Director
luke.kelly@tu.org

Jefferson County Public Works Dept. (subrecipient)
623 Sheridan Street
Port Townsend, WA 98368

Senior Project Manager
Mark Thurston, P.E.
mthurston@co.jefferson.wa.us
360-385-9210

FUNDING AGENCY

National Oceanic and Atmospheric Administration
1315 East-West Highway, 14th Floor
Silver Spring, MD 20910

Project Manager
Rina Studds
Habitat Restoration Specialist
rina.studds@noaa.gov
301-427-8651

SUBRECIPIENT AGREEMENT
Between
Trout Unlimited, Inc. and Jefferson County Public Works Department

THIS SUBRECIPIENT AGREEMENT by and between Jefferson County Public Works Department a County Department in Washington State with offices located at 623 Sheridan Street, Port Townsend, WA 98368 ("**Subrecipient**") and Trout Unlimited, a Michigan nonprofit corporation, with offices located at 1777 North Kent Street, Arlington, Virginia, 22209. ("**TU**"). Subrecipient and TU may be referred to herein collectively as the "**Parties**," or individually as a "**Party**."

This Agreement shall govern the activities and responsibilities to be carried out by the Subrecipient on behalf of Trout Unlimited, a grantee of the NOAA's Restoring Fish Passage through Barrier Removal grant program as further specified in this Agreement.

1. Purpose: The purpose of this Agreement is to provide support to the Subrecipient to perform the activities outlined in Attachment A during the period of this Agreement.

2. Term and Termination: This Agreement shall take effect November 1, 2023 ("**Effective Date**,") and shall remain in effect until February 28, 2026. This Agreement shall automatically terminate upon completion of the Project, except for ongoing management requirements detailed in Section 8.

Either Party reserves the right to terminate this Agreement in whole or in part for cause. Notice of termination must be provided in writing, shall set forth the reasons for termination, and shall provide for a minimum of ten (10) days to cure the defect. Termination is effective only in the event the Party fails to cure the defect within the period stated in the termination notice including any written extensions. If the Agreement is terminated, TU shall only be liable for eligible expenses incurred before the effective date of termination. The Parties may terminate this Agreement at any time by mutual written concurrence.

3. Funding: TU will reimburse Subrecipient's eligible costs up to but not to exceed the Award Amount of **\$53,754**. If applicable, Subrecipient agrees to contribute, through cash or in-kind contribution, \$0, or the local match share identified in the Scope of Work in Attachment A. The actual amount of reimbursement may be less than the Award Amount and will be determined under the conditions of this Agreement. The Subrecipient shall be responsible for any costs in excess of the Award Amount.

4. Indirect Costs: Not applicable. Jefferson County has stated they do not have an indirect rate to be included in this agreement.

5. Compliance: All activities funded, operated, and maintained under this Agreement must be in compliance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (C.F.R.) § 200 and other Federal, State, and local law. Additionally, the Subrecipient shall ensure compliance with any additional funding agency requirements.

6. Scope of Work: Subrecipient will perform services and complete tasks as detailed in the Scope of Work (SOW) (Attachment A).

Any changes to the SOW must be agreed to by both Parties in writing in advance.

7. Liability and Reimbursement: TU will bear no responsibility or liability with respect to any claims or suits by third persons for damages incurred or suffered resulting from, or caused by, the Subrecipient, any subcontractor, or their respective employees, agents, servants and assigns activities under this Agreement. The Subrecipient agrees that it will indemnify, defend and save TU harmless from and against all losses and all claims, demands payments, suits, actions, recoveries, judgments, costs and expenses of every nature and description brought or recovered against TU or expended by TU, including the payment of attorneys' fees arising from the performance by the Subrecipient, any subcontractors, and/or their respective employees, agents, servants and assigns of the Subrecipient obligations under this Agreement.

If, under this Agreement, any habitat restored, enhanced, created, or acquired by or for the Subrecipient is managed, conveyed, or administered in a manner inconsistent with this Agreement and/or the project purpose, the Subrecipient will reimburse TU for any costs or expenses incurred and/or be bound to the alternative redress chosen by the federal granting agency. Under these circumstances, the Subrecipient shall be obligated to reimburse TU for costs incurred by TU to restore, enhance, create, or acquire any habitat that is managed, conveyed, or administered in a manner inconsistent with project purposes.

8. Covenant Against Contingent Fees: The Subrecipient represents and warrants that no person or entity has been employed or retained to solicit or secure this Subaward upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.

9. Payment. Subrecipient will submit an invoice upon completion of the tasks as outlined in the SOW. Any reimbursement under this Agreement shall be payable only after eligible costs are approved by TU. TU will approve payments as soon as practicable, but not later than thirty (30) days after a complete invoice has been received, provided that complete and accurate supporting documentation has been submitted to TU. Expenses incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for the performance of this Agreement from the monies of TU other than grant funds received by TU from TU's funding agency for the purposes of reimbursement under this Agreement. TU shall provide Subrecipient with written notice within five (5) business days after becoming aware that grant funds received by TU from TU's funding agency for the purposes of reimbursement under this agreement are no longer available for reimbursement to Subrecipient. At the end of TU's fiscal year, TU may request the Subrecipient to provide an estimate of expenses incurred. Subrecipient shall provide timely responses to TU's request for expenditure information.

Subrecipient shall submit its invoice to TU at accountsreceivable@tu.org. Invoices shall include a) description of the milestone; (b) deliverables under the milestone; (c) completion date; and (d) amount to be paid for the completed milestone, applicable receipts, a signature by a certifying official as detailed below and other supporting documentation. TU may deem an invoice incomplete if the data and/or documentation are incomplete or improper, or if the Subrecipient fails to submit necessary reports or provide other information requested by TU under the terms of this Agreement. TU may reject requests for reimbursements which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement.

The Subrecipient is required to provide signed invoices. The individual noted below has the authority, on behalf of the Subrecipient, to certify and serve as the signatory on invoices related to this project. By signing the invoice, Certifying Officials are acknowledging review of invoices to ensure expenses included in the invoice are consistent with the agreement, all services and costs are documented on the invoices are accurate and eligible, and all lower tier subrecipients and contractors have been fully paid. Any invoices received by TU without the signature of the individual noted below may result in the invoice being returned unpaid.

Certifying Official:

Name: Mark Thurston, P.E.

Title: Senior Project Manager

Eligible and allowable expenses are limited to costs determined by TU in its sole discretion as eligible costs necessary to complete the Project and consistent with cost principles established in 2 C.F.R. § 200, Subpart E. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of funds which are received from the funding agency by TU dedicated for the purpose of this Agreement.

Payments will be made by electronic funds transfer to the Subrecipient's bank account.

Upon submission of the claim for payment for the final milestone, the Subrecipient must certify in writing to the TU Project manager that the tasks under the Subaward are completed and the Subrecipient will make no further claim after final payment.

The Subrecipient agrees to return funds received from TU for reimbursement under this Agreement where the Subrecipient has failed to comply with the requirements set forth in this Agreement.

10. Procurement: Subrecipient agrees that major purchases under this Agreement will comply with the procurement standards and requirements of 2 C.F.R. § 200.317-.326 (2 CFR 200 Procurement Standards) and applicable State regulations. If the Subrecipient fails to meet these requirements, TU may deny reimbursement requests. If such failure is determined after reimbursement has been made, the Subrecipient agrees to return reimbursed funds that were not in compliance with these requirements, whether determined by TU, TU's funding partners, or its agents.

If applicable, Subrecipient agrees that its purchase of equipment/technology under this Agreement will comply with the property management standards and requirements outlined in 2 C.F.R. § 200.313. The Subrecipient agrees to provide TU with reasonable information concerning the use and condition of the equipment upon request.

11. Reporting: Subrecipient agrees to adhere to the reporting requirements as detailed in the SOW (Attachment A) and included in the Subrecipient Monitoring Plan/Reporting Requirements (Attachment D).

12. Modification, Waiver, and Severability: This Agreement embodies all the agreements of the parties relating to its subject matter and supersedes all prior understandings and agreements regarding such subject matter.

In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.

If future federal, State, or local statute, ordinance, regulation, rule, or action render this Agreement, in whole or in part, illegal, invalid, unenforceable, or impractical, the parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable, and/or practical. Each section, paragraph, or provision of this Agreement shall be considered severable, and if, for any reason, any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.

13. Assignment: Without the prior written consent of TU, the Subrecipient may not transfer or assign any rights or duties under or any interest in this Agreement.

14. Amendments: Amendments to this Agreement must be agreed to in writing signed by each Party.

15. Liability: The Parties agree that neither party is an agent, servant, employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

16. Force Majeure: It is expressly understood and agreed by the parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

17. Insurance: The work to be performed under this Agreement shall be performed entirely at the Subrecipient's risk. The Subrecipient must maintain sufficient insurance as required by state law, to cover its employees and to complete the tasks as described in the SOW. The Subrecipient must name TU as an additional insured on the Subrecipient's policies and provide TU with evidence that the appropriate insurance coverage is in effect.

18. Disputes and Remedies: Subrecipient and TU shall negotiate in good faith toward resolving any disputes that arise under this Agreement. This agreement does not limit any remedy or right under law available to a Party to enforce the terms herein.

19. Notice: Any notice given under this Agreement shall be in writing and shall be made by personal delivery, U.S. mail, or reputable commercial overnight courier at the address listed below or to such other address notified in lieu thereof. Notices will be sent by receipted means with all charges prepaid. Notice shall be deemed given the date of receipt if delivered personally, five (5) business days after its postmark if sent U.S. Mail and one (1) business day after written verification of receipt if sent by commercial overnight courier.

TU Mailing Address:

Luke Kelly
Western WA Program Director
Trout Unlimited, Inc.
1777 North Kent Street
Arlington, VA 22209

TU Project Manager

Luke Kelly
Western WA Program Director
10318 35th Lane Se
Olympia, WA 98513

Subrecipient Mailing Address:

Jefferson County Dept. of Public Works

623 Sheridan Street
Port Townsend, WA 98368
Address to: Mark Thurston, P.E.
Senior Project Manager
mthurston@co.jefferson.wa.us

Project Manager:
Mark Thurston, P.E.
Senior Project Manager
Jefferson County Dept. of Public Works
623 Sheridan Street
Port Townsend, WA 98368
mthurston@co.jefferson.wa.us
360-385-9210

20. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Virginia.

21. Accessibility and Maintenance of Records: The Subrecipient shall maintain a record keeping system for all of its activities, including program records, programmatic reporting, and financial management records and audit findings which support and document all expenditures of funds made under this Agreement, in accordance with federal regulations, state rules, and the Agreement. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.

All records associated with this agreement shall be maintained for a minimum of three (3) years following final reimbursement, except that in the event that additional post-completion monitoring is required, the Subrecipient shall keep records for the life of the subaward including post-completion monitoring. In the event that any litigation or claim is still pending, these records shall be retained until resolution of the litigation or claim. TU, TU's funding agency, or their designees shall have access to all records that are directly applicable to this Agreement for the purpose of making audit examinations.

22. Audits and Site Visits: Subrecipient agrees that TU, the Federal Government and/or application State Agencies, may conduct a site visit, audit or investigation related to program activities and funds received under this Agreement.

As applicable, the Subrecipient shall comply with the requirements of the audit provisions of 2 C.F.R. § 200, Subpart F, which requires that a non-Federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

23. Equal Employment Opportunity: Subrecipient shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Subrecipient shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

24. Davis-Bacon Act: Subrecipient agrees to comply with all applicable provisions of 40 U.S.C. §

3141 – 3148.

25. Contract Work Hours and Selection Standards: Subrecipient agrees to comply with all applicable provisions of 40 U.S.C. § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.

26. Rights to Invention Made Under Contract or Agreement: Subrecipient agrees to comply with all applicable provisions of 37 C.F.R. § 401.

27. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act: Subrecipient agrees to comply with all applicable provisions of the Clean Air Act under 42 U.S.C. § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 U.S.C. § 1251 – 1387, and the Energy Policy Conservation Act under 42 U.S.C. § 6201.

28. Regulations on Nondiscrimination: Subrecipient shall comply with all pertinent non-discrimination laws, including Title VI of the Civil Rights Act and other Federal statutes and regulations that prohibit discrimination in Federal financial assistance programs, as applicable.

29. Federal Funding Accountability and Transparency Act (FFATA) of 2006: Subrecipient agrees to provide TU with all information requested by TU to enable TU to comply with the reporting requirements of the FFATA of 2006 (P.L. 109-282, as amended by section 6202 of P.L. 110-252). The Subrecipient is responsible for reporting on all subawards and executive compensation in the FFATA form included as Attachment E and submitting this form to TU when signing this Subaward.

30. Drug-Free Workplace: Subrecipient shall comply with the requirements of the Drug-Free Act of 1988, 42 U.S.C. § 701, et seq., and 2 C.F.R. § 182 and any regulation and directive applicable to EPA requiring all programs or activities receiving federal financial assistance to maintain a drug-free workplace.

31. Trafficking in Persons: Subrecipient agrees to comply with all pertinent laws and regulations against trafficking in persons pursuant to the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)) (codified in 2 C.F.R. § 175).

32. UEI Number: Subrecipient agrees and acknowledges that TU may not execute the grant Agreement unless it has provided its Unique Entity Identifier number to TU. The UEI is assigned by the federal government and replaces the DUNS number that served to uniquely identify business entities. Subrecipient can apply for a UEI by going to www.SAM.gov and requesting one.

33. Debarment/Suspension: Subrecipient hereby certifies that it and its principals (a) are not presently debarred, suspended, prosed for debarment, declared ineligible, or voluntarily excluded by and Federal department or agency; (b) have not within a three-year period preceding this certification been convicted of or had a civil judgement rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section (b) above; and (d) have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default. Principals, for the purpose of this certification, include officers, directors, partners, owners, and persons having primary management or supervisory responsibility with the business entity or responsibility for the administration of Federal funds.

The Subrecipient further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency see Attachment B.

34. Restrictions on Lobbying: Subrecipient shall comply with the restrictions on lobbying set forth in 2 C.F.R. § 200.450. Subrecipient shall comply with the special provision "restrictions on Lobbying," which is included as Attachment C of this Agreement. Subrecipient shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

35. Domestic Preferences for Procurements: Pursuant to 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Subrecipient agrees to include the requirements of this paragraph in all subawards, contracts and/or purchase orders for work or products under this agreement.

36. Build America Buy America (BABA): Regarding infrastructure projects (including roads, highways, bridges and water systems) funded with federal funding obligated after May 14, 2022, the Subrecipient and their subcontractors are subject to the domestic preference requirement in the Build America, Buy America Act (BABA) and shall file the required certification to TU with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency. Subrecipients and their subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABA, Pub. L. No. 117-58, §§ 70901-52. Subrecipients and their subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABA domestic preference requirement. Such disclosures shall be forwarded to TU who in turn will forward the disclosures to the federal awarding agency.

37. Disadvantaged Business Enterprises (DBE): When issuing procurements under this Agreement, the Subrecipient shall attempt to encourage the use of Disadvantaged Business Enterprises. The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Subrecipient shall carry out applicable requirements of 2 C.F.R. § 200.321 in the award and administration of Federal funding assisted contracts. Failure by the Subrecipient to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the TU deems appropriate.

38. Subrecipient Risk of Noncompliance: Additional requirements may be imposed by TU under 2 C.F.R. § 200.208 that reflect TU's assessment of the Subrecipient's risk of noncompliance with Federal statutes and regulations and the terms and conditions of the federal funding award. TU's assessment as well as the additional monitoring plan requirements, if applicable, are outlined in Attachment D.

Attachments

The following attachments are included and made part of this Agreement.

- Attachment A:** Scope of Work
- Attachment B:** Lower Tier Participant Debarment Certification
- Attachment C:** Lobbying Certification and Disclosure of Lobbying Activities

Attachment D: Monitoring Plan/Reporting Requirements
Attachment E: Subrecipient Federal Funding Accountability and Transparency (FFATA) Form

TU and the Subrecipient hereby mutually agree to the above terms and certify under the pains and penalties of perjury that to the best of their respective knowledge and belief, the following is true, correct, and complete:

Trout Unlimited, Inc.

Jefferson County Board of County Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form only:



December 13, 2023

Philip C. Hunsucker
Chief Civil Deputy Prosecuting Attorney

Date



12/18/23
Date

Monte Reinders, P.E.
Public Works Director / County Engineer

ATTACHMENT A

Project Elements under the Grant

A. TU agrees to:

- Provide, through non-County sources, all funding to Manage and complete all aspects of the project related to restoring fish passage at five fish barrier sites in the Hoh River Watershed. The five sites include three sites on the Upper Hoh Road and two sites on the Oil City Road: (Upper Hoh Road Sites: Tributary to Hell Roaring Creek Milepost 1.24; Snell Creek Milepost 2.76; Linder Creek Milepost 4.96; and Oil City Road Sites: Six Mile Creek Milepost 5.96; Unnamed Tributary to the Hoh River Milepost 6.73).
- Organize meetings and communications with Jefferson County staff to align efforts through project completion. TU will organize and facilitate meetings and updates related to design reviews, permit compliance, pre-construction planning, construction updates during construction, and post-construction monitoring and reporting.
- Complete and manage contracts for final engineering design of the five fish barrier sites along with all applicable cultural resource surveys, permitting, final engineering designs, calculations and bridge load ratings, and construction oversight.
- Develop, through its' licensed engineers and consultants, designs meeting all Washington State Department of Transportation and County road/bridge design standards and develop all required contract documents sufficient to ensure that the projects will be constructed to these standards.
- Acquire right-of-entry permission from adjacent landowners in order to perform surveys, engineering analyses, etc.
- Provide land surveying as necessary to determine property boundaries, and determine the temporary and/or permanent right-of-way needs for each project. Collaborate with Jefferson County on the development of Right-of-Way Plans.
- Coordinate all utility relocations.
- Complete procurement processes in accordance with public works bidding and contracting laws (including bid advertisement and award, performance bonding, insurance, and prevailing wage requirements) to secure new road/stream crossing structures (i.e., culverts and/or bridges) and qualified construction contractor(s) to complete construction at three sites on Upper Hoh Road: Tributary to Hell Roaring Creek (MP 1.24), Snell Creek (MP 2.76), and Linder Creek (MP 4.96).
- Construct the projects per designs approved by the County. Said designs to become an attachment to this agreement and are incorporated herein by reference.
- Provide full-time construction oversight under supervision of a licensed civil engineer, and the necessary inspection services and material tests to ensure that materials and workmanship meet project specifications.
- Provide a safe path through the project area for highway-legal traffic at all times.
- Provide guidance on project funding requirements and reporting, including monitoring and reporting in collaboration with Jefferson County staff.

B. The Subrecipient agrees to:

- Provide prompt review of project design documents.
- Cooperate with TU to generally facilitate successful completion of work under this agreement.
- Inspect the project periodically during construction for conformance to plans and County standards. This shall not be a substitute for or replace the full-time construction monitoring and materials testing required to be performed by the TU or their agents under this agreement, as necessary to meet the requirements of the plans and specifications approved by Jefferson County. Jefferson County will not provide any construction staking or materials testing services.
- Acquire temporary and permanent easements for all project sites, and staging areas following boundary surveying and determination of right-of-way needs performed by TU. (Upper Hoh Road Sites: Tributary to Hell Roaring Creek Milepost 1.24; Snell Creek Milepost 2.76; Linder Creek Milepost 4.96; and Oil City Road Sites: Six Mile Creek Milepost 5.96; Unnamed Tributary to the Hoh River Milepost 6.73).
- Provide right of entry to TU on lands owned by Jefferson County.
- Conduct a pre construction site visit with contracted engineer(s), contracted construction contractor, and TU.
- Conduct a post-construction site visit with TU to provide final inspection and approval of construction work at each site.
- Remain the owner of and maintain the completed project.
- Provide progress reports on a semi-annual basis, due March 1st and September 1st of each year, and a final report due March 31, 2026, or after completion of final task.
- Invoice TU on a semi-annual basis, due March 1st and September 1st of each year, and a final invoice due March 31, 2026, or after completion of final task. Each invoice must be accompanied by a progress report summarizing subrecipient monitoring and tasks completed during each invoicing period.
- Conduct post construction site visits at a minimum of once per year to monitor the sites' conditions and notify TU within five business days of any concerns related to site conditions, safety, or fish passability. Site visit summaries must be provided with progress reports.
- Provide estimates of annual operations, maintenance and/or liability costs associated with the five barrier removal sites Upper Hoh Road Sites: Tributary to Hell Roaring Creek Milepost 1.24; Snell Creek Milepost 2.76; Linder Creek Milepost 4.96; and Oil City Road Sites: Six Mile Creek Milepost 5.96; Unnamed Tributary to the Hoh River Milepost 6.73) as required by the NOAA funding award:
 - Pre-implementation: Calculate the expected average annual operating, maintenance, and/or liability costs over the next 5 year period if the barrier were to remain in place. Periodic or less frequent costs that may occur during this period (e.g. structural upgrades to meet safety or regulatory requirements) may be incorporated into the estimate.
 - Post-implementation: Calculate the expected average annual operating, maintenance, and/or liability costs over the next 5 year period with the barrier removed

C. TU and Subrecipient mutually agree:

- Regularly collaborate and be responsive to project needs to complete construction and restore fish passage at the five project sites: Upper Hoh Road Sites: Tributary to Hell Roaring Creek Milepost 1.24; Snell Creek Milepost 2.76; Linder Creek Milepost 4.96; and Oil City Road Sites: Six Mile Creek Milepost 5.96; Unnamed Tributary to the Hoh River Milepost 6.73).in Jefferson County, Washington.
- Work together to complete all necessary monitoring and reporting requirements associated with the NOAA funding award: Federal Award Identification Number (FAIN): NA23NMF4630010
- Provide updates on a timely basis and as needed to address unforeseen challenges and project needs to successfully complete the project.

ATTACHMENT B

LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION

(Not Applicable)

**ATTACHMENT B
DEBARMENT CERTIFICATION FORM**

The Subrecipient certifies that, neither the Subrecipient nor any owner, partner, director, officer, or principal of the Subrecipient nor any person in a position with management responsibility or responsibility for the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;
 - (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
 - (d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- (e) The Subrecipient is "Actively" registered with SAMS (Service for Award Management) and has been assigned the following Unique Entity Identifier (UEI) Number: PC7MRLYNGD5.

The Subrecipient further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this 18 day of December, 20 23

By 

Authorized Signature for Subrecipient

Monte Reinders, P.E., Public Works Director / County Engineer
Printed Name and Title

ATTACHMENT C

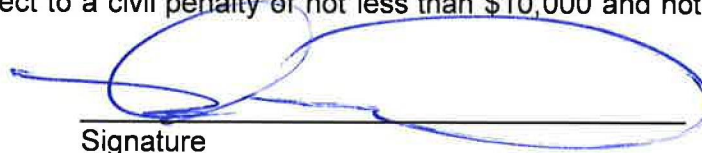
LOBBYING CERTIFICATION AND DISCLOSURE OF LOBBYING ACTIVITIES

LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

Public Works Director / County Engineer
Title

Jefferson County Dept. of Public Works
Agency

12.18.23
Date

Complete this form to disclose lobbying activities

(See instructions for public burden disclosure)

1. Type of Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material charge For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime Tier _____ <i>if known</i>		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
6. Department Agency: 	7. Program Name/Description: 	
8. Action Number, if known: 	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	

(attach Continuation Sheet(s) SF-LLL-A, if necessary)	
11. Amount of Payment (<i>check all that apply</i>): \$ _____ actual planned	13. Type of Payment (<i>check all that apply</i>): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____
12. Form of payment (<i>check all that apply</i>): a. cash b. in-kind specify: nature _____ value _____	
14. Brief Description of Services Performed or to be Performed and Date(s) of Service including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
15. Continuation sheet(s) SF-LLL-A attached: Yes No	
16. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This information will be available for public inspection.	Signature: _____ _____ Print Name: _____ _____

	Title: _____ _____ Telephone: _____ Date: _____
TU Use Only:	Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL (STANDARD FORM –LLL)

DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime recipient, at the initiation or receipt of a covered action, or a material change to a previous filing. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an employee of TU, a Member of the Regional Transportation Council (RTC), an officer or employee of the Regional Transportation Council (RTC), or an employee of a Member of the Regional Transportation Council (RTC) in connection with a covered action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report.

1. Identify the type of covered action for which lobbying activity is and/or has been secured to influence the outcome of a covered action.
2. Identify the status of the covered action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime recipient.
6. Enter the name of the agency making the award or loan commitment.
7. Enter the program name or description for the covered action (item 1.)
8. Enter the most appropriate identifying number available for action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (B) number, grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the agency.) Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered action where there has been an award or loan commitment by the agency, enter the amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered action.
 - (b) Enter the full names of the individuals(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes(s). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contract with officials. Identify the employee of TU, the Member of the Regional Transportation Council (RTC), an officer or employee of the Regional Transportation Council (RTC), or the employee of a Member of the Regional Transportation Council (RTC) in connection with a covered.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and the telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction

ATTACHMENT D

MONITORING PLAN/REPORTING REQUIREMENT

- Provide progress reports on a semi-annual basis, due March 1st and September 1st of each year, and a final report due March 31, 2026, or after completion of final task.
- Conduct site visits at a minimum of once per year to monitor the sites' conditions and notify TU within five business days of any concerns related to site conditions, safety, or fish passability. Site visit summaries must be provided with progress reports.
- Provide estimates of annual operations, maintenance and/or liability costs associated with the five barrier removal sites (Upper Hoh Road Sites: Tributary to Hell Roaring Creek Milepost 1.24; Snell Creek Milepost 2.76; Linder Creek Milepost 4.96; and Oil City Road Sites: Six Mile Creek Milepost 5.96; Unnamed Tributary to the Hoh River Milepost 6.73) as required by the NOAA funding award:
 - Pre-implementation: Calculate the expected average annual operating, maintenance, and/or liability costs over the next 5 year period if the barrier were to remain in place. Periodic or less frequent costs that may occur during this period (e.g. structural upgrades to meet safety or regulatory requirements) may be incorporated into the estimate.
 - Post-implementation: Calculate the expected average annual operating, maintenance, and/or liability costs over the next 5 year period with the barrier removed

ATTACHMENT E
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY (FFATA)

Subrecipient FFATA FORM

If your award includes \$30,000 or more in federal funds, Trout Unlimited requires additional information to satisfy the requirements of the Federal Funding Accountability and Transparency Act of 2006. Please complete, sign and return this form to Trout Unlimited along with your award agreement.

Subrecipient Legal Name: Jefferson County Public Works Department

Unique Entity Identifier: PC7MRLYLNGD5

Executive Compensation Questions:

1. Our organization received 80% or more of its annual gross revenues from Federal Financial Assistance or Federal Procurement Contracts subject to the Transparency Act (2 CFR 170.320) and subawards in the previous fiscal year.

_____ YES X NO

2. Our organization received \$25,000,000 or more in annual gross revenues from Federal Financial Assistance or Federal Procurement Contracts subject to the Transparency Act (2 CFR 170.320) and subawards in the previous fiscal year.

_____ YES X NO

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

_____ YES X NO

If you responded **YES to ALL Three Executive Compensation Questions above**, complete the table below for your top five highest compensated executives.

Five Most Highly Compensated Executives		
Name of Executive	Title	Preceding Completed Fiscal Year's Compensation

Printed Name: Monte Reinders, P.E.

Title: Public Works Director / County Engineer

Signature: 