

**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: November 25, 2024

SUBJECT: Jefferson County Marine Resources Committee Contract with Hood Canal Oyster Co.

STATEMENT OF ISSUE:

As part of its Olympia oyster restoration efforts, the Jefferson County Marine Resources Committee (MRC) seeks to contract delivery and distribution of 1,500 bags of clean Pacific oyster (*Magallana gigas*) shell at one of its Olympia oyster habitat enhancement sites (South Powerlines sites) in Discovery Bay, WA.

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. This contracted work will cost up to \$16,000.

RECOMMENDATION:

Signature for approval.

REVIEWED BY:


Mark McCauley, County Administrator

11/21/24
Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Hood Canal Oyster Co.

Contract No: MRC-HCO2024

Contract For: Oyster shell distribution

Term: 11/15/2024 - 12/31/2024

COUNTY DEPARTMENT:	WSU Jefferson County Extension
Contact Person:	Katie Kowal
Contact Phone:	360-379-5610 x230
Contact email:	kkowal@co.jefferson.wa.us

AMOUNT: 16,000.00

Revenue: _____

Expenditure: 16,000.00

Matching Funds Required: _____

Sources(s) of Matching Funds: _____

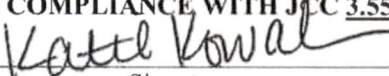
PROCESS:

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

APPROVAL STEPS:

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

CERTIFIED: ☒ N/A: ☐


Signature

11/12/2024
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: ☐


Signature

11/12/2024
Date

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

Electronically approved by Risk Management on 11/21/2024.

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

Electronically approved as to form by PAO on 11/15/2024.
County standard subrecipient contract language.

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
HOOD CANAL OYSTER COMPANY**

This Subrecipient Agreement Between Jefferson County and Hood Canal Oyster Company (this Agreement) is made and entered into between Jefferson County (County) and Hood Canal Oyster Company (Subrecipient) for delivering and spreading shell at the Discovery Bay Olympia oyster habitat enhancement sites pursuant to Grant No. OTGP-2023-JeCoWS-00009 (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 November 15, 2024 to December 31, 2024.

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 January 1, 2024 – December 31, 2024 to Subrecipient by the County under this Agreement shall not exceed \$16,000, 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 November 15, 2024 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:

Jim Hayes, Principal
P.O. BOX 2836
Silverdale, WA 98383
Office: (360) 830-9039

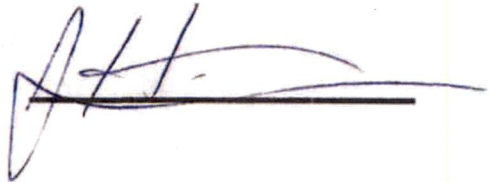
(SIGNATURES FOLLOW ON THE NEXT PAGE)

ADOPTED THIS ____ day of _____, 2024

**BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON**

SUBRECIPIENT

By: _____
Kate Dean, Commissioner DATE

By:  _____

Name: Jim Hayes

SEAL:

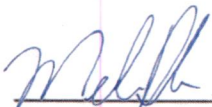
Title: President

DATE: 11-23-24

ATTEST:

Carolyn Galloway DATE
Clerk of the Board

Approved as to form only:

 for 11/15/2024
Philip C. Hunsucker DATE
Chief Civil Deputy Prosecuting Attorney

APPENDIX A - SCOPE AND PAYMENT OF SERVICES

Project Overview and Deliverables

As part of its Olympia oyster restoration efforts, the Jefferson County Marine Resources Committee (MRC) seeks to deliver and distribute 1,500 bags of clean Pacific oyster (*Magallana gigas*) shell at one of its Olympia oyster habitat enhancement sites (South Powerlines sites) in Discovery Bay, WA.

Payment of Services

Item	Rate	Qty	Subtotal
Pacific oyster shell bags, boat transportation and 1-2 deckhands	\$9.75/bag	1,500 bags	\$14,625
Tax (9.2%)			\$1,345.50
TOTAL			\$15,970.50

Deadlines

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 December 31, 2024.

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: 11-8-24

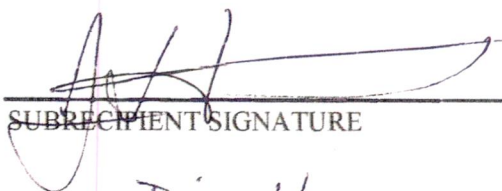
NAME OF SUBRECIPIENT:

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
	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		☒
	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		☒
	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		☒
	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		☒
	Subrecipient has provided all written reports required by the Agency Contract and this Subrecipient Agreement as of	☒	

DATE	CERTIFICATION ITEM	YES	NO
	the submission of this Compliance and Risk Monitoring Form		
	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	✓	
	Subrecipient certifies that all of the deliverables and other work required since the last certification have been completed	✓	
	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	N/A	
	Subrecipient agrees to submit to an audit within 30 days of a request from the County or the Agency	✓	
	Subrecipient has corrected any deficiencies identified since the last certification	✓	

Signed at Seabeck



SUBRECIPIENT SIGNATURE

11-13-24
DATE

Jim Hayes

WRITTEN NAME OF PERSON SIGNING CERTIFICATION

APPROVED BY THE COUNTY:

COUNTY APPROVAL SIGNATURE

DATE

WRITTEN NAME OF PERSON APPROVING CERTIFICATION

MARKEL AMERICAN INSURANCE COMPANY

GLEN ALLEN, VIRGINIA

WATERCRAFT DECLARATIONS PAGE

Page # 5

Policy Number: MTD00000698225	Agency Number: 10318 - 006950	Effective Date/Transaction: 2024-04-12 Renew	
Policy Period: From 04/12/2024 To 04/12/2025 12:01 A.M. Standard Time at Your Mailing Address			
Insured Name and Mailing Address HOOD CANAL OYSTER CO., INC. JIMMIE HAYES PO BOX 2836 Silverdale, WA 98383		Your Agent 360-452-2314 CALLIS AND ASSOCIATES INC 802 E 1st ST STE 3 PORT ANGELES, WA 98362	
DECLARED USAGE Primary Usage and ID Owner/Operator 1 Usage Type Fish Farm Additional Usage Description			
Hull Type Commercial Boat		# of Vessels 1	
Mooring Location	9942 MISERY PT RD NW Seabeck Kitsap WA 98380		
Navigation Limits	Inland and coastal waters of Washington and Oregon, no more than 25 miles offshore.		
Lay-Up Afloat	From 11/01 To 04/12		
COVERAGE	LIMIT*	DEDUCTIBLE*	PREMIUM
Watercraft Liability	\$1,000,000 per occurrence		\$1,505
Uninsured Watercraft	\$300,000 per occurrence		\$12
Medical Payments	\$5,000 per occurrence		\$9
Oil Pollution Liability	\$25,000 per occurrence		\$7
*If Hull Coverage is shown above, the Hull Limit is the total value for all insured vessels. See Vessel Schedule for the individual vessel limits and deductible amounts.			
Endorsement Premium Total \$0.00		Usage Premium	\$1,533.00
Non-Seasonal Rating: If you cancel the policy or if the policy is cancelled for nonpayment of premium, any return premium will be computed on a 90% pro-rata basis subject to our minimum earned premium. If we cancel the policy, any return premium will be computed on a pro-rata basis.			
Minimum Earned Premium \$500.00	Policy Taxes/Fees \$0.00	TOTAL ANNUAL PREMIUM	\$1,533.00
Producer CALLIS AND ASSOCIATES INC		Customer Ref#	
Forms and Endorsements Please see the back of this form.			
Signed on 3/11/2024	at PORT ANGELES, WA		

MTD5000-0218

Insured

3/11/2024



PREMIER BUSINESSOWNERS POLICY

WHOLESALE

LIABILITY DECLARATIONS

Policy Number: ACP BP013220909603

Policy Period: From 06-18-2024 To 06-18-2025

Limits Of Insurance		Limit
Each Occurrence Limit of Insurance	Per Occurrence	\$2,000,000
Medical Payments Sub Limit	Per Person	\$5,000
Tenants Property Damage Legal Liability Sublimit	Per Covered Loss	\$300,000
Personal And Advertising Injury	Per Person Or Organization	\$2,000,000
Products-Completed Operations Aggregate Limit	All Occurrences	\$4,000,000
General Aggregate (Other Than Products-Completed Operations)	All Occurrences	\$4,000,000

Automatic Additional Insureds Status

The following persons or organizations are automatically insureds when you and they have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy.

Co-Owners of Insured Premises
Controlling Interest
Grantor of Franchise or License
Lessors of Leased Equipment
Managers or Lessors of Leased Premises
Mortgagee, Assignee or Receiver
Owners or Other Interest from Whom Land has been Leased
State or Political Subdivisions - Permits Relating to Premises

Liability Deductible	Deductible
None	

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.

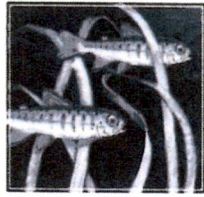
I declare under penalty of perjury under the law of Washington that the foregoing is true and correct.

Signed on the 13 day of November, 2024.
(date) (month)

at Seabeck WA 98380
(city or other location, and state or country)

Jim Hayes
(printed name)

[Signature]
(signature)



Jefferson County
**Marine
Resources
Committee**

Request for Proposal

Jefferson County Marine Resources Committee – Discovery Bay Oyster shell spread

Statement of need (scope of work).

The Jefferson County Marine Resources Committee (MRC) seeks a qualified bidder to transport bagged oyster shell to Discovery Bay. Over the past ten years the MRC has been spreading oyster shell substrate as part of a long-term restoration project seeking to reestablish a native Olympia oyster bed. Oyster shell provides substrate for Olympia oyster larvae to settle and mature. The current restoration area contains approximately 120,000 oysters over half an acre, and there is additional area ready for substrate spread.

The restoration area is in Southern Discovery Bay (47.005043, -122.878226). The MRC has secured all permits, except for a shell transfer permit, to place an additional 55 yards of oyster shell on two DNR parcels.

We seek a qualified company to transport bags of Pacific oyster shell into the bay at a high tide (+5ft) or above, and hand toss the bags over the side of a boat onto an area the MRC has demarcated by buoys. Each bag of shell should contain between 200-250 individual Pacific oyster shells, for approximately 30 bags of shell per cubic yard. The shell must be able to qualify for a WDFW shell transfer permit. If allowed by the contractor, the MRC can help provide several volunteers to help toss bagged shell off the boat. The bags will be emptied by the MRC at a later date at low tide by hand.

Estimated project budget.

The estimated maximum budget is \$16,000 including any labor costs, transportation costs, 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 before the end of the 2024 calendar year, ideally by mid-December, appropriate 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 demonstrable experience and ability to complete this project within proposed budget and timeframe, and follow Pacific Oyster shell specifications per the proposal elements below.
2. Qualified proposals meeting criteria outlined in the proposal elements below will be ranked in order by bidders' ability to offer the lowest price for the greatest number of bags of shell.
3. Per RCW 39.26, the lowest responsible bidder offering the greatest number of bags of shell will be selected.
4. Proposal submissions will be reviewed starting November 1st, and we estimate a bidder will be selected and notified by the second week of November.
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 load and transport shell? 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 delivery needs.
3. Contractor is responsible for providing Pacific Oyster shell in bags, with each bag containing 200-250 individual shells. Oyster shell must be able to qualify for a WDFW shell transfer permit. Will the shell you provide meet these requirements?
4. Please provide a cost-breakdown showing your ability to work within the proposed budget. Please include transportation costs, staff costs, and cost per bag of shell. Alternatively, please provide cost per bag of shell with all other costs factored in.
5. Please itemize the amount of Pacific Oyster shell you would be able to provide, including total number of bags of shell, and estimated number of individual shell per bag.
6. Please outline a list of key personnel who would work on this project, their experience, and general availability through the end of 2024.
7. Contractors are responsible for providing their own insurance. Do you carry the appropriate insurance that will cover the duration of this project?

Submittal deadline.

The deadline for submission of proposals is Wednesday November 6th, 2024 at 5pm. 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 November 6th, 2024 to be considered.

Public Disclosure Notice: This RFP will be made available online on the Jefferson County website at <https://www.co.jefferson.wa.us/CivicAlerts.aspx?AID=1430> and in the Port Townsend Leader.

**INVITATION FOR BIDS: JEFFERSON
COUNTY MARINE RESOURCES
COMMITTEE – DISCOVERY
BAY OYSTER SHELL SPREAD**

Statement of need (scope of work). The Jefferson County Marine Resources Committee (MRC) seeks a qualified bidder to transport bagged oyster shell to Discovery Bay. Over the past ten years the MRC has been spreading oyster shell substrate as part of a long-term restoration project seeking to reestablish a native Olympia oyster bed. Oyster shell provides substrate for Olympia oyster larvae to settle and mature. The current restoration area contains approximately 120,000 oysters over half an acre, and there is additional area ready for substrate spread. The restoration area is in Southern Discovery Bay (47.005043, -122.878226). The MRC has secured all permits, except for a shell transfer permit, to place an additional 55 yards of oyster shell on two DNR parcels.

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Please visit <https://www.co.jefferson.wa.us/CivicAlerts.aspx?AID=1430> to view full RFP, including evaluation criteria and proposal elements.

Public Disclosure Notice: This RFP will be made available online on the Jefferson County website and in the Port Townsend Leader.
PTL: Oct 23, 30 Nov 6, 2024
Legal No. 210128

Olympia Oyster Disco Bay Shell Spread - Bid contacts October 2024

Hama Hama Co – Adam James
adam@hamahama.com

Rock Point - Lee
lee@rockpointoyster.com

Jamestown Seafood - Luke Oppelt
loppelt@jamestowntribe.org

Hood Canal Oyster Company (Jim Hayes)
hcocbrat@yahoo.com

Taylor Shellfish – Bill Taylor
BillT@taylorshellfish.com

JJ Brenner Oyster Company- JJ
JJclam@AOL.com

Subject: Invitation for Bid: Jefferson County MRC Oyster Shell Spread project at Discovery Bay - RFP Attached
Date: Thursday, October 24, 2024 at 9:11:31 AM Pacific Daylight Time
From: Katie Kowal <KKowal@co.jefferson.wa.us>
To: adam@hamahamaoysters.com <adam@hamahamaoysters.com>, info@hamahamaoysters.com <info@hamahamaoysters.com>
CC: Neil Harrington <nharrington@jamestowntribe.org>, Gordon King <GordonK@taylorshellfish.com>
Attachments: Oly oyster Disco Bay RFP 2024 scope_Final.pdf

Hello,

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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

Subject: Invitation for Bid: Jefferson County MRC Oyster Shell Spread project at Discovery Bay - RFP Attached
Date: Friday, October 25, 2024 at 11:48:56 AM Pacific Daylight Time
From: Katie Kowal <KKowal@co.jefferson.wa.us>
To: lee@rockpointoyster.com <lee@rockpointoyster.com>
CC: Neil Harrington <nharrington@jamestowntribe.org>, Gordon King <GordonK@taylorshellfish.com>
Attachments: Oly oyster Disco Bay RFP 2024 scope_Final.pdf

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Subject: Invitation for Bid: Jefferson County MRC Oyster Shell Spread project at Discovery Bay - RFP Attached
Date: Thursday, October 24, 2024 at 9:03:20 AM Pacific Daylight Time
From: Katie Kowal <KKowal@co.jefferson.wa.us>
To: loppelt@jamestowntribe.org <loppelt@jamestowntribe.org>
CC: Neil Harrington <nharrington@jamestowntribe.org>, Gordon King <GordonK@taylorshellfish.com>
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Subject: Invitation for Bid: Jefferson County MRC Oyster Shell Spread project at Discovery Bay - RFP Attached
Date: Thursday, October 24, 2024 at 9:04:22 AM Pacific Daylight Time
From: Katie Kowal <KKowal@co.jefferson.wa.us>
To: hcocbrat@yahoo.com <hcocbrat@yahoo.com>
CC: Neil Harrington <nharrington@jamestowntribe.org>, Gordon King <GordonK@taylorshellfish.com>
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Subject: Re: Invitation for Bid: Jefferson County MRC Oyster Shell Spread project at Discovery Bay - RFP Attached
Date: Thursday, October 24, 2024 at 9:06:17 AM Pacific Daylight Time
From: Katie Kowal <KKowal@co.jefferson.wa.us>
To: BillT@taylorshellfish.com <BillT@taylorshellfish.com>
CC: Neil Harrington <nharrington@jamestowntribe.org>, Gordon King <GordonK@taylorshellfish.com>
Attachments: Oly oyster Disco Bay RFP 2024 scope_Final.pdf

Apologies, please find RFP attached.

From: Katie Kowal <KKowal@co.jefferson.wa.us>
Date: Thursday, October 24, 2024 at 9:05 AM
To: BillT@taylorshellfish.com <BillT@taylorshellfish.com>
Cc: Neil Harrington <nharrington@jamestowntribe.org>, Gordon King <GordonK@taylorshellfish.com>
Subject: Invitation for Bid: Jefferson County MRC Oyster Shell Spread project at Discovery Bay - RFP Attached

Hello,

The Jefferson County Marine Resources Committee (MRC) is seeking a qualified bidder to spread Pacific Oyster shell at our Olympia oyster restoration site in Southern Discovery Bay. We would like to invite your company to submit a proposal for this project.

Statement of need (scope of work).

Over the past ten years the MRC has been spreading oyster shell substrate as part of a long-term restoration project seeking to reestablish a native Olympia oyster bed. Oyster shell provides substrate for Olympia oyster larvae to settle and mature. The current restoration area contains approximately 120,000 oysters over half an acre, and there is additional area ready for substrate spread.

We seek a qualified company to transport bags of Pacific oyster shell into the bay at a high tide (+5ft) or above, and hand toss the bags over the side of a boat onto an area the MRC has demarcated by buoys. Each bag of shell should contain between 200-250 individual Pacific oyster shells, for approximately 30 bags of shell per cubic yard. The shell must be able to qualify for a WDFW shell transfer permit.

If allowed by the contractor, the MRC can help provide several volunteers to help toss bagged shell off the boat. The bags will be emptied by the MRC at a later date at low tide by hand.

Estimated project budget.

The estimated maximum budget is \$16,000 including any labor costs, transportation costs, 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 before the end of the 2024 calendar year,

ideally by mid-December, appropriate tides and weather depending. Final timeline will be mutually agreed upon by the Contractor and the MRC.

Submittal deadline.

The deadline for submission of proposals is Wednesday November 6th, 2024 at 5pm.

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 November 6th, 2024 to be considered.

Jefferson County website posting:

<https://www.co.jefferson.wa.us/CivicAlerts.aspx?AID=1430>

PT Leader posting:

<https://www.ptleader.com/classifieds/invitation+for+bids+jefferson+county+marine+resources+committee+discovery+bay+oyster+shell+spread+statement+of,185432>

The complete Request for Proposal (RFP), including proposal elements and proposal evaluation criteria, can be found attached in this email, and is also available at the Jefferson County website link above. Further information on the Olympia Oyster restoration 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

Subject: Re: Invitation for Bid: Jefferson County MRC Oyster Shell Spread project at Discovery Bay - RFP Attached
Date: Thursday, October 24, 2024 at 9:07:56 AM Pacific Daylight Time
From: Katie Kowal <KKowal@co.jefferson.wa.us>
To: JJclam@AOL.com <JJclam@AOL.com>
CC: Neil Harrington <nharrington@jamestowntribe.org>, Gordon King <GordonK@taylorshellfish.com>
Attachments: Oly oyster Disco Bay RFP 2024 scope_Final.pdf

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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

Subject: Re: Invitation for Bid: Jefferson County MRC Oyster Shell Spread project at Discovery Bay - RFP Attached
Date: Monday, October 28, 2024 at 4:27:27 PM Pacific Daylight Time
From: hcocbrat@yahoo.com <hcocbrat@yahoo.com>
To: Katie Kowal <KKowal@co.jefferson.wa.us>
Attachments: Jefferson County Shell Project..docx

ALERT: BE CAUTIOUS This email originated outside the organization. Do not open attachments or click on links if you are not expecting them.

Hi Katie

Here you go. Do you want us to send by mail as well?

Regards
Cathy Hayes
Hood Canal Oyster Co., Inc.
hcocbrat@yahoo.com
360-830-9039

On Monday, October 28, 2024 at 12:16:05 PM PDT, Katie Kowal <kkowal@co.jefferson.wa.us> wrote:

Hi Jim,

Nice to talk to you this morning.

If you can fill out the following questions for me, I can add it to our list of bids. As I mentioned, after Nov. 7th we'll review any bids we've received for the project, and I'll work on getting a contract ready to sign ASAP.

Please feel free to give me or Neil a call if you have any questions.

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 load and transport shell? 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 delivery needs.
3. Contractor is responsible for providing Pacific Oyster shell in bags, with each bag containing 200-250 individual shells. Oyster shell must be able to qualify for a WDFW shell transfer permit. Will the shell you provide meet these requirements?
4. Please provide a cost-breakdown showing your ability to work within the proposed budget. Please include transportation costs, staff costs, and cost per bag of shell. Alternatively, please provide cost per bag of shell with all other costs factored in.
5. Please itemize the amount of Pacific Oyster shell you would be able to provide, including total number of bags of shell, and estimated number of individual shell per bag.
6. Please outline a list of key personnel who would work on this project, their experience, and general availability through the end of 2024.

7. Contractors are responsible for providing their own insurance. Do you carry the appropriate insurance that will cover the duration of this project?

Thanks,
Katie

--

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

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<GordonK@taylorshellfish.com>

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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

HOOD CANAL OYSTER CO., INC.

PO BOX 2836
SILVERDALE, WA 98383

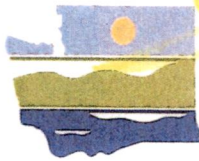
360-830-9039
HCOCBRAT@YAHOO.COM

RE: Jefferson County Marine Resources Committee – Discovery Bay Oyster Shell Spread.

Proposal Elements:

1. Hood Canal Oyster Co., Inc. has been in business since 1984. We are licensed with WA State WDFW, WA State Health Dept. as well as registered with other agencies.
We have been providing Oyster Shell and or Seed to the WDFW as well as several WA State Tribes for approx. 15 to 20 years.
We will bring the oyster shell to the location via our 50-foot oyster boat. Then drop the bags of shell into the water.
2. Our employees will load the boat with the bags of oyster shell by using the boats crane.
3. Each bag of shell contains between 250 to 300 shells. The bags of shell will qualify for a WDFW shell transfer permit. We have provided bags of shell to many areas and have always met requirement for transport/transfer permit.
4. 1500 bags @ \$9.75 per bag = \$14,625.00
Tax (9.2%) \$1,345.00
\$15,970.50
5. (250 – 300 shells per bag)
6. Key personnel include the boat captain and seasoned employees. Most likely 3 to load the boat and 2 to 3 to drop the oyster shell bags in the water.
7. Hood Canal Oyster Co., Inc. is a fully insured company.

Orig: WSA-JCX 12.19.22



DEPARTMENT OF
ECOLOGY
State of Washington

Ref: 2029

RECEIVED FEB 09 2023

Agreement No. OTGP-2023-JeCoWS-00009

ONE TIME GRANT PROGRAM 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 Projects
Total Cost:	\$118,800.00
Total Eligible Cost:	\$118,800.00
Ecology Share:	\$118,800.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	01/01/2023
The Expiration Date of this Agreement is no later than:	12/31/2023
Project Type:	Ecology Grant

Project Short Description:

Jefferson County Marine Resources Committee (MRC) (RECIPIENT) will improve the health of local marine and nearshore ecosystems by implementing a stewardship program, including administrative support, education outreach efforts, derelict crab pot removal, restoration of Olympia oyster habitat, and community engagement in the maintenance of a rain garden network.

Project Long Description:

The RECIPIENT will complete the following:

A. Project Administration: The RECIPIENT will support early career pathways in the marine conservation field by hiring a fellow to support MRC operations and projects, as well as hiring two interns to develop a citizen science storm surge monitoring program, and support crabber outreach efforts. This work will raise awareness of the issue of derelict crab

WASH DOF

Agreement No: OTGP-2023-JeCoWS-00009

Project Title: Jefferson County MRC Projects

Recipient Name: Jefferson County

pots and best practices for sustainable crabbing.

B. Derelict Crab Pot Removal: The RECIPIENT will hire a contractor for side scan sonar surveys at a popular recreational crabbing location(s) and continue its partnership with the local STEM robotics group (the Sea Dragons) to remove derelict crab pots using a submersible remotely operated vehicle (ROV).

C. Olympia Oyster Restoration: The RECIPIENT will hire a contractor for a large shell spread event (up to 100 cubic yards) at its expanded Powerlines Site in South Discovery Bay. The RECIPIENT will also hire a contractor to develop outreach materials about the importance of Olympia oysters and the potential for restoration efforts in Kilisut Harbor, as part of early project scoping and community engagement efforts.

D. Rain Gardens & Stormwater: The RECIPIENT will be focusing on maintenance needs of its 17 rain gardens installed to date. The RECIPIENT will hire an intern to organize work parties for weeding, mulching, and replanting established rain gardens, and to help establish an Adopt-A-Rain Garden program that engages community members in stewarding neighborhood rain gardens.

The overall goal of this project is to improve the health of local marine and nearshore ecosystem in east Jefferson County, Washington.

Overall Goal:

The overall goal of the this project is to improve the health of local marine and nearshore ecosystem in east Jefferson County, Washington.

Agreement No: OTGP-2023-JeCoWS-00009
Project Title: Jefferson County MRC Projects
Recipient Name: Jefferson County

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

Agreement No: OTGP-2023-JeCoWS-00009

Project Title: Jefferson County MRC Projects

Recipient Name: Jefferson County

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	Bridget Gregg Interim Director 121 Oak Bay Rd Port Hadlock, Washington 98339 Email: bridget.gregg@wsu.edu Phone: (360) 379-5610

Agreement No: OTGP-2023-JeCoWS-00009

Project Title: Jefferson County MRC Projects

Recipient Name: Jefferson County

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

Agreement No: OTGP-2023-JeCoWS-00009
Project Title: Jefferson County MRC Projects
Recipient Name: Jefferson County

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

Jefferson County

DocuSigned by:
By: Joanne McGerr 2/9/2023
131D8561CAF8416...

DocuSigned by:
By: Bridget Gregg 1/23/2023
37898FF34750490

Joanne McGerr
Shorelands
Program Manager
Date

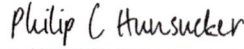
Bridget Gregg
Interim Director
Date

Template Approved to Form by
Attorney General's Office

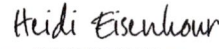
State of Washington Department of Ecology

Agreement No: OTGP-2023-JeCoWS-00009
Project Title: Jefferson County MRC Projects
Recipient Name: Jefferson County

Philip C. Hunsucker

DocuSigned by:
 2/8/2023
A16074640A1A475
Jefferson County Chief Civil Deputy Date
Prosecuting Attorney

Heidi Eisenhour

DocuSigned by:
 2/8/2023
AF6EB7D6942247D
2022 Board of County Commissioners, Date
Chair

Agreement No: OTGP-2023-JeCoWS-00009
Project Title: Jefferson County MRC Projects
Recipient Name: Jefferson County

SCOPE OF WORK

Task Number: 1 **Task Cost: \$38,400.00**

Task Title: 1. Project Administration and Management

Task Description:

A. The RECIPIENT shall provide necessary project oversight and coordination to complete the scope of work in compliance with this ECOLOGY grant agreement, which includes project coordination, administration, and management.

B. The RECIPIENT shall conduct project management activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

C. The RECIPIENT shall submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records; submit ECOLOGY-approved deliverables; and submit the RECIPIENT Close Out Report (RCOR) by the due dates established between ECOLOGY and the RECIPIENT.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant administration requirements.

Task Expected Outcome:

Properly maintained grant project documentation. Timely and complete submittal of quarterly Payment Requests / Progress Reports (PRPRs), grant deliverables, and the RECIPIENT Close Out Report (RCOR).

Recipient Task Coordinator: Monica Montgomery

1. Project Administration and Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Payment Request / Progress Report (PRPR). Upload in EAGL and notify ECOLOGY Project Manager.	
1.2	Recipient Close Out Report (RCOR). Complete in EAGL and notify ECOLOGY Project Manager.	12/31/2023

Agreement No: OTGP-2023-JeCoWS-00009

Project Title: Jefferson County MRC Projects

Recipient Name: Jefferson County

SCOPE OF WORK

Task Number: 2

Task Cost: \$15,600.00

Task Title: 2. Derelict Crab Pot Removal

Task Description:

A. The RECIPIENT will hire a contractor for a two day side scan sonar survey for derelict crab pots in at least one popular recreational crabbing location(s) in East Jefferson County. The RECIPIENT will upload a copy of the sonar survey results in EAGL

B. The coordinates of derelict crab pots collected from the surveys will be used to relocate the pots using a submersible remotely operated vehicle (ROV) for removal. In continued partnership with the local STEM robotics group (the Sea Dragons), the RECIPIENT will remove as many pots as possible using the ROV. The RECIPIENT will dispose of derelict pots according to the removal plan approved by Washington Department of Fish and Wildlife.

C. Securing of local, state, federal, and other permits and approval for removal operations.

Task Goal Statement:

The goal of this project is to locate and remove derelict (i.e., lost or abandoned) crab pots in East Jefferson County waters.

Task Expected Outcome:

Expected outcomes include the removal of derelict crab pots from East Jefferson County waters, demonstration of a lower cost alternative for removing derelict crab pots (i.e., using the ROV vs. contracting divers), engagement of a local STEM student group (the Sea Dragons) in addressing a real-world marine conservation issue, and greater public awareness about the issue of derelict crab pots.

Recipient Task Coordinator: Jeff Taylor**2. Derelict Crab Pot Removal****Deliverables**

Number	Description	Due Date
2.1	Survey results. Upload to EAGL and notify ECOLOGY Project Manager.	07/14/2023
2.2	Final signed consulting contract(s). Upload to EAGL and notify ECOLOGY Project Manager.	07/14/2023
2.3	Copy of local, state, federal, and other permits. Upload to EAGL and notify ECOLOGY Project Manager.	09/29/2023
2.4	Final project report (including project summary, map of derelict crab pot locations, number of pots recovered and remaining, photos/PR, etc.). Upload in EAGL and notify ECOLOGY Project Manager.	12/29/2023

Agreement No: OTGP-2023-JeCoWS-00009
Project Title: Jefferson County MRC Projects
Recipient Name: Jefferson County

SCOPE OF WORK

Task Number: 3 **Task Cost: \$50,800.00**

Task Title: 3. Olympia Oyster Restoration

Task Description:

A. The RECIPIENT will work closely with the Jamestown S’Klallam Tribe and Taylor Shellfish to spread up to 100 cubic yards of suitable substrate at the RECIPIENT’s Powerlines Site in South Discovery Bay, where there is a small but stable extant Olympia oyster population.

B. The RECIPIENT will also develop outreach materials about the importance of Olympia oysters and the potential for restoration efforts in Kilisut Harbor, as part of early project scoping and community engagement efforts. The RECIPIENT will submit a digital copy of the final outreach materials to ECOLOGY.

C. The RECIPIENT will help conduct outreach, organize beach walks with property owners, and host at least one community presentation about Olympia oyster restoration efforts. Attendance sign-in sheets for outreach events if reimbursement is requested.

D. The RECIPIENT will submit a final project report to ECOLOGY, summarizing the final outcomes, outreach activities and materials, and lessons learned.

Task Goal Statement:

The goal of this project is to support expansion of Olympia oyster populations in East Jefferson County, to form dense, natural and sustainable beds that provide complex marine habitats with benefits to a variety of marine species that live, feed, or migrate through the low intertidal zone.

Task Expected Outcome:

The availability of a significantly larger amount of suitable substrate at the Powerlines Site to support natural recruitment of Olympia oysters and a self-sustaining bed in South Discovery Bay.

Community buy-in for an Olympia oyster restoration project to take place in Kilisut Harbor with future opportunities for community volunteers to engage in the restoration work.

Agreement No: OTGP-2023-JeCoWS-00009

Project Title: Jefferson County MRC Projects

Recipient Name: Jefferson County

Recipient Task Coordinator: Neil Harrington**3. Olympia Oyster Restoration****Deliverables**

Number	Description	Due Date
3.1	Education/outreach plan and associated materials. Upload in EAGL and notify ECOLOGY Project Manager.	07/14/2023
3.2	Light refreshments meeting request form and attendance sheet (if applicable). Attendance sign-in sheets for outreach events. Submit to ECOLOGY Project Manager for approval prior to each public meeting. Submit approved copy with each Payment Request/Progress Report (PRPR).	07/14/2023
3.3	Final project report (including final summary of actions, outreach materials and outreach activities, photos/PR, etc.). Upload in EAGL and notify ECOLOGY Project Manager.	12/29/2023

Agreement No: OTGP-2023-JeCoWS-00009

Project Title: Jefferson County MRC Projects

Recipient Name: Jefferson County

SCOPE OF WORK

Task Number: 4

Task Cost: \$14,000.00

Task Title: 4. Rain Gardens and Stormwater

Task Description:

The RECIPIENT will focus on maintenance needs of its 17 county-owned rain gardens installed to date.

- The RECIPIENT will develop an internship for building an Adopt-A-Rain Garden program that engages community members in stewarding neighborhood rain gardens.
- The intern will conduct outreach in neighborhoods with RECIPIENT co-sponsored rain gardens, recruit residents and volunteers to steward their neighborhood rain gardens and launch stewardship efforts by helping to organize several neighborhood work parties for weeding, replanting, and mulching established rain gardens.
- The RECIPIENT will submit a copy of the attendance log for work party events to ECOLOGY, if reimbursement for refreshments is needed.
- The RECIPIENT will print interpretive signs for existing rain gardens that currently do not have signage, purchase plants and mulch, and provide general support for the rain garden program. The RECIPIENT will submit a list of plant species and quantity of each to ECOLOGY.
- The RECIPIENT will follow the education and outreach materials requirements in the Agreement General Terms and Conditions section 19. Presentation and Promotional Materials.
- The RECIPIENT will prepare a final project report (detailing rain garden workdays, neighborhoods engaged, Adopt-a-Rain Garden program developments, photos/PR, etc.)

Task Goal Statement:

The goal of this project is to improve the quality of water flowing into the surrounding waters of East Jefferson County by maintaining optimal functioning of established rain gardens and engaging a broader community of rain garden stewards.

Task Expected Outcome:

Expected outcomes include improved functionality of established rain gardens (i.e., reduced flow of contaminated stormwater into the surrounding waters of East Jefferson County), greater community involvement in rain garden stewardship, and a greater awareness of stormwater issues.

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Project Title: Jefferson County MRC Projects

Recipient Name: Jefferson County

Recipient Task Coordinator: Janette Mestre**4. Rain Gardens and Stormwater****Deliverables**

Number	Description	Due Date
4.1	Education/outreach plan and associated materials. Upload in EAGL and notify ECOLOGY Project Manager.	07/14/2023
4.2	Submit finished design of rain garden signs to ECOLOGY PM for review and approval prior to manufacturing.	09/29/2023
4.3	Species and quantity list for all plantings. Upload in EAGL and notify ECOLOGY Project Manager.	12/29/2023
4.4	Attendance log of neighborhood work parties (if needed). Upload to EAGL and notify ECOLOGY Project Manager.	12/29/2023
4.5	Final project report (detailing rain garden workdays, neighborhoods engaged, Adopt-a-Rain Garden program developments, photos/PR, etc.). Upload in EAGL and notify ECOLOGY Project Manager.	12/29/2023

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BUDGET**Funding Distribution EG230109**

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: 2023 NOAA Congressionally Directed Spend
Funding Effective Date: 01/01/2023
Funding Type: Grant
Funding Expiration Date: 12/31/2023

Funding Source:

Title: WA ECY Northwest Straits Marine Conservation Initiative FY22

Fund: FD

Type: Federal

Funding Source %: 100%

Description: This award number NA22NMF4690358, to ECOLOGY, WASHINGTON STATE DEPARTMENT OF, supports the work described in the Recipient's proposal entitled, "WA ECY Northwest Straits Marine Conservation Initiative FY22" dated 06/24/2022, which is incorporated into the award by reference.

Federal Awarding Agency: NOAA
Federal Awarding Agency Contact: Desmond Gelman
Federal Awarding Agency Phone: (503) 530-0274
Federal Awarding Agency Email: desmond.gelman@noaa.gov
Federal Awarding Agency Address: NMFS West Coast Regional Office (WCRO) 1201 Northeast Lloyd

Boulevard, Suite 1100 Portland OR 97232
CFDA Catalog Name: Congressionally Identified Awards and Projects

CFDA Number: 11.469
FAIN: NA22NMF4690358
Research Grant: No
Federal Award Date: 7/15/2022
Total Federal Award Amount: \$3,000,000.00
Federal Funds Obligated To Recipient: \$118,800.00

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? No

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2023 NOAA Congressionally Directed Spending	Task Total
1. Project Administration and Management	\$ 38,400.00
2. Derelict Crab Pot Removal	\$ 15,600.00
3. Olympia Oyster Restoration	\$ 50,800.00
4. Rain Gardens and Stormwater	\$ 14,000.00

Total: \$ 118,800.00

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 Project Title: Jefferson County MRC Projects
 Recipient Name: Jefferson County

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2023 NOAA Congressionally Directed Spending	0.00 %	\$ 0.00	\$ 118,800.00	\$ 118,800.00
Total		\$ 0.00	\$ 118,800.00	\$ 118,800.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

Administrative Standard Award Conditions for National Oceanic and Atmospheric Administration (NOAA) Financial Assistance Awards

I. Scientific Integrity

A. General Guidelines

1. Maintaining Integrity. The non-Federal entity shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.

2. Peer Review. The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the non-Federal entity and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

4. Primary Responsibility. The non-Federal entity shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the non-Federal entity shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

By executing this grant, financial assistance award, or cooperative agreement the non-Federal entity provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

5. The non-Federal entity shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. Initiating Investigation. If the non-Federal entity or subrecipient determines that there is sufficient evidence to proceed to an investigation, it shall notify the grants officer and, unless otherwise instructed, the non-Federal entity or subrecipient shall:

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- a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.
 - b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.
2. Finalizing Investigation. When the investigation is complete, the non-Federal entity shall forward to the grants officer a copy of the evidentiary record, the investigative report, any recommendations made to the non-Federal entity adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the non-Federal entity finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

- a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and
- b. Coordinate remedial action with the grants officer.

II. Data Sharing Directive

The Data and Publication Sharing Directive for NOAA Grants, Cooperative Agreements, and Contracts ensures that environmental data funded extramurally by NOAA are made publicly accessible in a timely fashion (typically within two years of collection), and that final manuscripts of peer-reviewed research papers are deposited with the NOAA Central Library (upon acceptance by the journal, or no later than at time of publication). Therefore, non-Federal entities, or recipients, must make data produced under financial assistance publicly accessible in accordance with the Data Management Plan included with the Proposal, unless the grant program grants a modification or an exemption. The text of the Directive is available at <https://nosc.noaa.gov/EDMC/PD.DSP.php>.

1. Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.
2. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
3. Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."
4. Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.
5. Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition,

funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.

6. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <https://repository.library.noaa.gov> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

7. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

III. Audit Findings Follow-up and Corrective Action

In accordance with 2 C.F.R. §200.511 and the Commerce Terms, an auditee is responsible for follow-up and corrective action on all audit findings. For information on the summary of prior year audit findings and the corrective action plan, please also refer to §200.511(b) (1) (2), and (3) (i) (ii) (iii), and refer to §200.516 Audit findings, paragraph (c).

Paragraph (c) Corrective action plan of 2 C.F.R. §200.511 Audit Findings Follow-up, further states that at the completion of the audit, the auditee must prepare a corrective action plan to address each audit finding included in the current year auditor's reports. As defined in 2 CFR Part 200, a corrective action means action taken by the auditee that: (a) Corrects identified deficiencies; (b) Produces recommended improvements; or (c) Demonstrates that audit findings are either invalid or do not warrant auditee action. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons. NOAA as the cognizant, oversight, or Federal awarding agency of the auditee is responsible for follow-up on audit findings to ensure that the auditee takes appropriate and timely corrective action. As part of audit follow-up, NOAA must: (i) issue a management decision as prescribed in §200.521 Management decision; and (ii) monitor the recipient taking appropriate and timely corrective action. For additional information on applicable Federal agency responsibilities of NOAA for follow-up with corrective actions, see §200.513 Responsibilities.

IV. Audit Resolution

Recipients that expend \$750,000 or more in Federal funds during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with §200.501. As provided in §200.513, a Federal awarding agency is responsible for issuing a management decision for findings that relate to Federal awards it makes to recipients.

As further prescribed in DOC's Departmental Administrative Order (DAO) 213-5 and 2 C.F.R. Part 200 Subpart F, Department and operating unit personnel shall act promptly to resolve both the financial and nonfinancial issues identified in an audit report. Comments, arguments, and evidence (if any) submitted by the auditee and the operating unit shall be considered in resolving the findings. A DOC decision on the resolution of audit findings and recommendations will be made in accordance with the procedures and within the specified time frames identified in DAO 213-5.

The audit action official shall issue the Management Decision and Audit Resolution Determination. The Management Decision and Audit Resolution Determination will be maintained in the official grant file and a copy will be forwarded to the Program Officer.

Recipients are afforded the opportunity to appeal the Audit Resolution Determination. The appeal process is the last opportunity for auditees to provide evidence to support their disputes. NOAA will not accept any submission from a recipient regarding an appeal after the established deadline, unless requested by the Grants Officer, the Office of Inspector General, or the Office of

the General Counsel.

After the Department renders a decision on an appeal, there are no other administrative appeals available.

An audit of the award may result in the disallowance of costs incurred by the recipient and the establishment of a debt (account receivable) due to DOC.

Recipients are responsible for the repayment of audit-related debts and for the collection of audit-related debts from their sub recipients where an audit has determined funds are owed. This does not relieve the recipient of liability for the debt.

Department of Commerce Financial Assistance Standard Terms and Conditions

This sets out the standard terms and conditions (ST&Cs) applicable to this U.S. Department of Commerce (DOC or Commerce) financial assistance award (hereinafter referred to as the DOC ST&Cs or Standard Terms). A non-Federal entity receiving a DOC financial assistance award must comply and require each of its subrecipients, contractors, and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (E.O.s), Office of Management and Budget (OMB) circulars, provisions of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200) (OMB Uniform Guidance), provisions of these Standard Terms, and any other terms and conditions incorporated into this DOC financial assistance award. In addition, unless otherwise provided by the terms and conditions of this DOC financial assistance award, Subparts A through E of 2 C.F.R. Part 200 and the Standard Terms are applicable to for-profit entities, foreign public entities and to foreign organizations that carry out a DOC financial assistance award.

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: federal laws and regulations, applicable notices published in the Federal Register, E.O.s, OMB circulars, DOC ST&Cs, agency standard award conditions (if any), and specific award conditions. A specific award condition may amend or take precedence over a Standard Term on a case-by-case basis, when indicated by the specific award condition.

Some of the Standard Terms herein contain, by reference or substance, a summary of the pertinent statutes, regulations published in the Federal Register or Code of Federal Regulations (C.F.R.), E.O.s, OMB circulars, or the certifications and assurances provided by applicants through Standard Forms (e.g., SF-424s) or through DOC forms (e.g. Form CD-511). To the extent that it is a summary, such Standard Term provision is not in derogation of, or an amendment to, any such statute, regulation, E.O., OMB circular, certification, or assurance.

A. PROGRAMMATIC REQUIREMENTS

.01 Other Federal Awards with Similar Programmatic Activities

The recipient must immediately provide written notification to the Grants Officer if, subsequent to receipt of the award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the DOC award. DOC will not pay for costs that are funded by other sources.

.02 Disclaimer Provisions

The United States expressly disclaims all responsibility or liability to the non-Federal entity or third persons (including but not limited to contractors) for the actions of the non-Federal entity or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any subaward, contract, or subcontract under this award.

The acceptance of this award or any subaward by the non-Federal entity does not in any way constitute an agency relationship between the United States and the non-Federal entity or the non-Federal entity's contractors or subcontractors.

B. FINANCIAL REQUIREMENTS

.01 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a) (Financial Management), each State must expend and account for the Federal award in accordance with State laws and procedures for expending and accounting for the State's own funds. In addition, the State's and any other non-Federal entity's financial management systems, including records documenting compliance with

Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with Federal statutes, regulations, and the terms and conditions applicable to the Federal award. See also 2 C.F.R. § 200.450 (Lobbying) for additional management requirements to verify that Federal funds are not used for unallowable lobbying costs.

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b). See also 2 C.F.R. §§ 200.334 (Retention requirements for records); 200.335 (Requests for transfer of records); 200.336 (Methods for collection, transmission and storage of information); 200.337 (Access to records); and 200.338 (Restrictions on public access to records).

.02 Indirect or Facilities and Administrative Costs

a. Indirect costs (or facilities and administration costs (F&A)) for major institutions of higher education and major nonprofit organizations can generally be defined as costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. Indirect costs will not be allowable charges against an award unless permitted under the award and specifically included as a line item in the award's approved budget.

b. Unrecovered indirect costs, including unrecovered indirect costs on cost sharing or matching, may be included as part of cost sharing or matching as allowed under 2 C.F.R. § 200.306(c) (Cost sharing or matching) or the terms and conditions of a DOC award.

c. Cognizant Agency for Indirect (F&A) Costs. OMB established the cognizant agency concept, under which a single agency represents all others in dealing with non-Federal entities in common areas. The cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. In accordance with Appendices III – VII to 2 C.F.R. Part 200 the cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates.

d. If the recipient fails to submit required documentation to DOC within 90 calendar days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the DOC, oversight, or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the recipient's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

e. The maximum dollar amount of allocable indirect costs for which DOC will reimburse the recipient is the lesser of:

1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or
2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by the cognizant agency for indirect costs and applicable to the period in which the cost was incurred, in accordance with 2 C.F.R. 200 Appendix III, C.7, provided that the rate is approved on or before the award end date.

f. In accordance with 2 CFR § 200.414(c)(3), DOC set forth policies, procedures, and general decision-making criteria for deviations from negotiated indirect cost rates. These policies and procedures are applicable to all Federal financial assistance programs awarded and administered by DOC bureaus as Federal awarding agencies and may be found at http://www.osec.doc.gov/oam/grants_management/policy/documents/FAM%202015-02.pdf.

g. In accordance with 2 CFR § 200.414(g), any non-Federal entity that has a negotiated indirect cost rate may apply to the entity's cognizant agency for indirect costs for a one-time extension of a currently negotiated indirect cost rate for a period of up to four years, reducing the frequency of rate calculations and negotiations between an institution and its cognizant agency.

h. In accordance with 2 CFR § 200.414(f), any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in paragraph D.1.b of Appendix VII to 2 CFR Part 200, may elect to charge a de minimis rate of 10 percent of modified total direct costs. No documentation is required to justify the 10 percent de minimis indirect cost rate.

C. PROPERTY STANDARDS

.01 Standards

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Each non-Federal entity must comply with the Property Standards set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship).

.02 Intellectual Property Rights

a. General. The rights to any work or other intangible property produced or acquired under a Federal award are determined by 2 C.F.R. § 200.315 (Intangible property). The non-Federal entity owns any work produced or purchased under a Federal award subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work or authorize others to receive, reproduce, publish, or otherwise use the work for Government purposes.

b. A non-Federal entity may copyright any work produced under a Federal award, subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work, or authorize others to do so for Government purposes. Works jointly authored by DOC and non-Federal entity employees may be copyrighted, but only the part of such works authored by the non-Federal entity is protectable in the United States because, under 17 U.S.C. § 105, copyright protection is not available within the United States for any work of the United States Government. On occasion and as permitted under 17 U.S.C. § 105, DOC may require the non-Federal entity to transfer to DOC a copyright in a particular work for Government purposes or when DOC is undertaking primary dissemination of the work.

c. Freedom of Information Act (FOIA). In response to a FOIA request for research data relating to published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the DOC will request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA.

D. OTHER REQUIREMENTS PERTAINING TO DOC FINANCIAL ASSISTANCE AWARDS, INCLUDING SUBAWARD AND PROCUREMENT ACTIONS

.01 Nonprocurement Debarment and Suspension

Non-Federal entities must comply with the provisions of 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which set forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

.02 Requirements for Subawards

a. The recipient or pass-through entity must require all subrecipients, including lower tier subrecipients, to comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth herein. See 2 C.F.R. § 200.101(b)(2) (Applicability to different types of Federal awards), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§ 200.331-333 (Subrecipient monitoring and management).

b. The recipient or pass through entity may have more restrictive policies for the RTC waived prior approvals (no-cost extensions, re-budgeting, etc.) for their subaward recipients. Such restrictive policies must be addressed in their subaward agreements and in accordance with §200.331.

.03 Requirements for Procurements

Other Non-Federal Entities. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in 2 C.F.R. §§ 200.318 (General procurement standards) through 200.327 (Contract provisions) which include the requirement that non-Federal entities maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

.04 Whistleblower Protections

This award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information), which generally provide that an employee or contractor (including

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subcontractors and personal services contractors) of a non-Federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

- a. A Member of Congress or a representative of a committee of Congress.
- b. An Inspector General.
- c. The Government Accountability Office.
- d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court or grand jury.
- g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities and contractors under Federal awards and subawards must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

E. NATIONAL POLICY REQUIREMENTS

.01 Environmental Requirements

Environmental impacts must be considered by Federal decision makers in their decisions whether or not to approve: (1) a proposal for Federal assistance; (2) the proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Each non-Federal entity must comply with all environmental standards, to include those prescribed under the following statutes and E.O.s and must identify to the awarding agency any impact the award may have on the environment. In some cases, award funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit additional environmental compliance information sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

- a. The National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.)
- b. Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands)
- c. Clean Air Act (42 U.S.C. §§ 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")
- d. The Endangered Species Act (16 U.S.C. §§ 1531 et seq.)
- e. The Coastal Zone Management Act (16 U.S.C. §§ 1451 et seq.)
- f. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f et seq.)
- g. The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.)
- h. Executive Order 12898 ("Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations")
- i. The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
- j. Clean Water Act (CWA) Section 404 (33 U.S.C. § 1344)
- k. Rivers and Harbors Act (33 U.S.C. § 407)
- l. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order 13186 (Responsibilities of Federal Agencies to Protect Migratory Birds, January 10, 2001)
- m. Executive Order 13112 (Invasive Species, February 3, 1999)
- n. Fish and Wildlife Coordination Act (16 U.S.C. § 661 et seq.)

.02 OTHER NATIONAL POLICY REQUIREMENTS

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a. Criminal and Prohibited Activities

1. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 et seq.), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money (including money representing grants, loans, or other benefits).
2. The False Claims Amendments Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious, or fraudulent statement, representation, or claim against the United States must be subject to imprisonment of not more than five years and must be subject to a fine in the amount provided by 18 U.S.C. § 287.
3. The Civil False Claims Act (31 U.S.C. §§ 3729 - 3733), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.
4. The Copeland Anti-Kickback Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland Anti-Kickback Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.
5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and implementing regulations issued at 15 C.F.R. Part 11, which provides for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
6. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limits the political activities of employees or officers of state or local governments whose principal employment activities are funded in whole or in part with Federal funds.
7. To ensure compliance with Federal law pertaining to financial assistance awards, an authorized representative of a non-Federal entity may be required to periodically provide certain certifications to the DOC regarding Federal felony and Federal criminal tax convictions, unpaid federal tax assessments, delinquent Federal tax returns and such other certifications that may be required by Federal law.

b. Drug-Free Workplace

The non-Federal entity must comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and DOC implementing regulations published at 2 C.F.R. Part 1329 (Requirements for Drug-Free Workplace (Financial Assistance)), which require that the non-Federal entity take certain actions to provide a drug-free workplace.

c. Federal Employee Expenses and Subawards or Contracts Issued to Federal Employees or Agencies

1. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in-kind goods or services for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, DOC policy may prohibit the acceptance of gifts, including travel payments for federal employees, from non-Federal entities regardless of the source. Therefore, before award funds may be used by Federal employees, non-Federal entities must submit requests for approval of such action to the Federal Program Officer who must review and make a recommendation to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing (generally through the recipient) of the final determination.
2. A non-Federal entity or its contractor may not issue a subaward, contract or subcontract of any part of a DOC award to any agency or employee of DOC or to other Federal employee, department, agency, or instrumentality, without the advance prior written approval of the DOC Grants Officer.

d. Management and Access to Data and Publications

1. In General. The recipient acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by recipients, may be used by the DOC in conducting reviews and evaluations of its financial assistance programs. For this purpose, recipient information and data may be accessed, reviewed and evaluated by DOC employees, other Federal employees, Federal agents and contractors, and/or by non-Federal personnel, all of who enter into appropriate or are otherwise subject to confidentiality and nondisclosure agreements covering the use of such information. Recipients are expected to support program reviews and

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evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with DOC and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), recipients are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained relating to a DOC financial assistance award.

2. Scientific Data. Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

3. Publications, Videos, and Acknowledgment of Sponsorship.

i. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to federally-funded projects (e.g., scientific research). Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

ii. Non-Federal entities may be required to submit a copy of any publication materials, including but not limited to print, recorded, or Internet materials, to the funding agency.

iii. When releasing information related to a funded project, non-Federal entities must include a statement that the project or effort undertaken was or is sponsored by DOC and must also include the applicable financial assistance award number.

iv. Non-Federal entities are responsible for assuring that every publication of material based on, developed under, or otherwise produced pursuant to a DOC financial assistance award contains the following disclaimer or other disclaimer approved by the Grants Officer:

This [report/video/etc.] was prepared by [recipient name] using Federal funds under award NA22NMF4690358 from National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the [name of operating unit] or the U.S. Department of Commerce.

SPECIAL TERMS AND CONDITIONS

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

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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

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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

06/24/2021 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/1701004.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.

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- 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.

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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.

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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.

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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

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- 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.

Agreement No: OTGP-2023-JeCoWS-00009
Project Title: Jefferson County MRC Projects
Recipient Name: Jefferson County

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

State of Washington Department of Ecology

Agreement No: OTGP-2023-JeCoWS-00009

Project Title: Jefferson County MRC Projects

Recipient Name: Jefferson County

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

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, ~~Interim~~ County Administrator

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

DATE: *December 19, 2022*

SUBJECT: Approval of Jefferson County Marine Resources Committee's new grant agreement

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 (OTGP-2023-JeCoWS-00009) that will be administered through the Northwest Straits Commission. This grant will provide \$118,800 of congressional funding for MRC-sponsored marine stewardship projects in East Jefferson County between January 1 – December 31, 2023.

ANALYSIS:

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

FISCAL IMPACT:

This grant will add \$118,800 to the Jefferson County MRC budget for marine and nearshore ecosystem stewardship projects in East Jefferson County.

RECOMMENDATION:

Approval of the grant agreement to later sign electronically via DocuSign.

REVIEWED BY:


Mark McCauley, County Administrator Date *12/14/22*

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: WA Department of Ecology

Contract No: OTGP-2023-JeC

Contract For: Jeff. Co. MRC

Term: 1/1/2023 - 12/31/2023

COUNTY DEPARTMENT:	WSU Jefferson County Extension
Contact Person:	Monica Montgomery
Contact Phone:	360-379-5610 x230
Contact email:	monica.montgomery1@wsu.edu

AMOUNT: 118,800

PROCESS:

Revenue: 118,800
Expenditure: _____
Matching Funds Required: _____
Sources(s) of Matching Funds: _____

☐	Exempt from Bid Process
☐	Cooperative Purchase
☐	Competitive Sealed Bid
☐	Small Works Roster
☐	Vendor List Bid
☐	RFP or RFQ
☒	Other: <u>Grant Agreement</u>

APPROVAL STEPS:

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

CERTIFIED: ☒ N/A: ☐ Mon Montgomery 12/13/2022
Signature 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: ☐ Mon Montgomery 12/13/2022
Signature Date

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

Electronically approved by Risk Management on 12/14/2022.

Interim County Administrator should be fixed to remove the "interim".

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

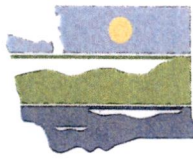
Electronically approved as to form by PAO on 12/14/2022.
Thanks for fixing the signature page.

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

*fully executed 2/22/24
return: 2/22/31*



DEPARTMENT OF
ECOLOGY
State of Washington

AMENDMENT NO. 1

TO AGREEMENT NO. OTGP-2023-JeCoWS-00009

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 Projects (PROJECT).

The purpose of Amendment 1 is to change the expiration date of the agreement from **December 31, 2023, to December 31, 2024.** The extension is needed for the RECIPIENT to complete the scope of work and reporting in Tasks 1-4 as follows:

Task 2 Derelict Crab Pot Removal: The project is complete and final reporting is underway and will be submitted in the first quarter of 2024.

Task 3 Olympia Oyster Restoration: The RECIPIENT was unable to secure a contractor with the logistical capacity to complete the spread of 100 yards of Olympia oyster shell at restoration sites. The remaining distribution will be completed in 2024. Additional community outreach presentations and scoping efforts along Kilisut Harbor will also continue in 2024.

Task 4 Rain Gardens and Stormwater: There is funding remaining and the RECIPIENT will organize additional workdays and provide additional rain garden support for existing sites in 2024.

The associated project due dates are also changed as follows:

Task 1 Project Administration and Management:

Deliverable 1.2 Recipient Closeout Report: December 31, 2024.

Task 2 Derelict Crab Pot Removal:

Deliverable 2.4 Final Project Report: April 15, 2024.

Task 3 Olympia Oyster Restoration:

Deliverable 3.3 Final Project Report: October 15, 2024.

Task 4 Rain Gardens and Stormwater:

Deliverable 4.4 Attendance Log of Neighborhood Work Parties: October 15, 2024.

Deliverable 4.5: Final Project Report: October 15, 2024.

All other deliverables and total eligible costs remain the same.

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

Expiration Date:

Original: 12/31/2023 Amended: 12/31/2024

CHANGES TO THE BUDGET

Funding Distribution EG230109

Funding Title: 2023 NOAA Congressionally Directed Spending

Funding Type: Grant

Funding Effective Date: 01/01/2023

Funding Expiration Date: 12/31/2024

Funding Source:

Title: WA ECY Northwest Straits Marine Conservation Initiative FY22

Fund: FD

Type: Federal

Funding Source %: 100%

Description: This award number NA22NMF4690358, to ECOLOGY, WASHINGTON STATE DEPARTMENT OF, supports the work described in the Recipient's proposal entitled, "WA ECY Northwest Straits Marine Conservation Initiative FY22" dated 06/24/2022, which is incorporated into the award by reference.

Federal Awarding Agency: NOAA
Federal Awarding Agency Contact: Desmond Gelman
Federal Awarding Agency Phone: (503) 530-0274
Federal Awarding Agency Email: desmond.gelman@noaa.gov
Federal Awarding Agency Address: NMFS West Coast Regional Office (WCRO) 1201 Northeast Lloyd Boulevard, Suite 1100 Portland OR 97232
CFDA Catalog Name: Congressionally Identified Awards and Projects

CFDA Number: 11.469

FAIN: NA22NMF4690358

Research Grant: No

Federal Award Date: 7/15/2022

Total Federal Award Amount: \$3,000,000.00

Federal Funds Obligated To Recipient: \$118,800.00

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? No

2023 NOAA Congressionally Directed Spending	Task Total
1. Project Administration and Management	\$ 38,400.00
2. Derelict Crab Pot Removal	\$ 15,600.00
3. Olympia Oyster Restoration	\$ 50,800.00
4. Rain Gardens and Stormwater	\$ 14,000.00

Total: \$ 118,800.00

CHANGES TO SCOPE OF WORK

Task Number: 1 **Task Cost: \$38,400.00**

Task Title: 1. Project Administration and Management

Task Description:

A. The RECIPIENT shall provide necessary project oversight and coordination to complete the scope of work in compliance with this ECOLOGY grant agreement, which includes project coordination, administration, and management.

B. The RECIPIENT shall conduct project management activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

C. The RECIPIENT shall submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records; submit ECOLOGY-approved deliverables; and submit the RECIPIENT Close Out Report (RCOR) by the due dates established between ECOLOGY and the RECIPIENT.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant administration requirements.

Task Expected Outcome:

Properly maintained grant project documentation. Timely and complete submittal of quarterly Payment Requests / Progress Reports (PRPRs), grant deliverables, and the RECIPIENT Close Out Report (RCOR).

Recipient Task Coordinator: Monica Montgomery

Deliverables

Number	Description	Due Date
1.1	Quarterly Payment Request / Progress Report (PRPR). Upload in EAGL and notify ECOLOGY Project Manager.	
1.2	Recipient Close Out Report (RCOR). Complete in EAGL and notify ECOLOGY Project Manager.	12/31/2024

CHANGES TO SCOPE OF WORK

Task Number: 2 **Task Cost: \$15,600.00**

Task Title: 2. Derelict Crab Pot Removal

Task Description:

A. The RECIPIENT will hire a contractor for a two day side scan sonar survey for derelict crab pots in at least one popular recreational crabbing location(s) in East Jefferson County. The RECIPIENT will upload a copy of the sonar survey results in EAGL

B. The coordinates of derelict crab pots collected from the surveys will be used to relocate the pots using a submersible remotely operated vehicle (ROV) for removal. In continued partnership with the local STEM robotics group (the Sea Dragons), the RECIPIENT will remove as many pots as possible using the ROV. The RECIPIENT will dispose of derelict pots according to the removal plan approved by Washington Department of Fish and Wildlife.

C. Securing of local, state, federal, and other permits and approval for removal operations.

Task Goal Statement:

The goal of this project is to locate and remove derelict (i.e., lost or abandoned) crab pots in East Jefferson County waters.

Task Expected Outcome:

Expected outcomes include the removal of derelict crab pots from East Jefferson County waters, demonstration of a lower cost alternative for removing derelict crab pots (i.e., using the ROV vs. contracting divers), engagement of a local STEM student group (the Sea Dragons) in addressing a real-world marine conservation issue, and greater public awareness about the issue of derelict crab pots.

Recipient Task Coordinator: Jeff Taylor

Deliverables

Number	Description	Due Date
2.1	Survey results. Upload to EAGL and notify ECOLOGY Project Manager.	07/14/2023

2.2	Final signed consulting contract(s). Upload to EAGL and notify ECOLOGY Project Manager.	07/14/2023
2.3	Copy of local, state, federal, and other permits. Upload to EAGL and notify ECOLOGY Project Manager.	09/29/2023
2.4	Final project report (including project summary, map of derelict crab pot locations, number of pots recovered and remaining, photos/PR, etc.). Upload in EAGL and notify ECOLOGY Project Manager.	04/15/2024

CHANGES TO SCOPE OF WORK

Task Number: 3

Task Cost: \$50,800.00

Task Title: 3. Olympia Oyster Restoration

Task Description:

A. The RECIPIENT will work closely with the Jamestown S’Klallam Tribe and Taylor Shellfish to spread up to 100 cubic yards of suitable substrate at the RECIPIENT’s Powerlines Site in South Discovery Bay, where there is a small but stable extant Olympia oyster population.

B. The RECIPIENT will also develop outreach materials about the importance of Olympia oysters and the potential for restoration efforts in Kilisut Harbor, as part of early project scoping and community engagement efforts. The RECIPIENT will submit a digital copy of the final outreach materials to ECOLOGY.

C. The RECIPIENT will help conduct outreach, organize beach walks with property owners, and host at least one community presentation about Olympia oyster restoration efforts. Attendance sign-in sheets for outreach events if reimbursement is requested.

D. The RECIPIENT will submit a final project report to ECOLOGY, summarizing the final outcomes, outreach activities and materials, and lessons learned.

Task Goal Statement:

The goal of this project is to support expansion of Olympia oyster populations in East Jefferson County, to form dense, natural and sustainable beds that provide complex marine habitats with benefits to a variety of marine species that live, feed, or migrate through the low intertidal zone.

Task Expected Outcome:

The availability of a significantly larger amount of suitable substrate at the Powerlines Site to support natural recruitment of Olympia oysters and a self-sustaining bed in South Discovery Bay.

Community buy-in for an Olympia oyster restoration project to take place in Kilisut Harbor with future opportunities for community volunteers to engage in the restoration work.

Recipient Task Coordinator: Neil Harrington

Deliverables

Number	Description	Due Date
3.1	Education/outreach plan and associated materials. Upload in EAGL and notify ECOLOGY Project Manager.	07/14/2023
3.2	Light refreshments meeting request form and attendance sheet (if applicable). Attendance sign-in sheets for outreach events. Submit to ECOLOGY Project Manager for approval prior to each public meeting. Submit approved copy with each Payment Request/Progress Report (PRPR).	07/14/2023
3.3	Final project report (including final summary of actions, outreach materials and outreach activities, photos/PR, etc.). Upload in EAGL and notify ECOLOGY Project Manager.	10/15/2024

CHANGES TO SCOPE OF WORK

Task Number: 4 Task Cost: \$14,000.00

Task Title: 4. Rain Gardens and Stormwater

Task Description:

The RECIPIENT will focus on maintenance needs of its 17 county-owned rain gardens installed to date.

- The RECIPIENT will develop an internship for building an Adopt-A-Rain Garden program that engages community members in stewarding neighborhood rain gardens.
- The intern will conduct outreach in neighborhoods with RECIPIENT co-sponsored rain gardens, recruit residents and volunteers to steward their neighborhood rain gardens and launch stewardship efforts by helping to organize several neighborhood work parties for weeding, replanting, and mulching established rain gardens.
- The RECIPIENT will submit a copy of the attendance log for work party events to ECOLOGY, if reimbursement for refreshments is needed.
- The RECIPIENT will print interpretive signs for existing rain gardens that currently do not have signage, purchase plants and mulch, and provide general support for the rain garden program. The RECIPIENT will submit a list of plant species and quantity of each to ECOLOGY.
- The RECIPIENT will follow the education and outreach materials requirements in the Agreement General Terms and Conditions section 19. Presentation and Promotional Materials.
- The RECIPIENT will prepare a final project report (detailing rain garden workdays, neighborhoods engaged, Adopt-a-Rain Garden program developments, photos/PR, etc.)

Task Goal Statement:

The goal of this project is to improve the quality of water flowing into the surrounding waters of East Jefferson County by

maintaining optimal functioning of established rain gardens and engaging a broader community of rain garden stewards.

Task Expected Outcome:

Expected outcomes include improved functionality of established rain gardens (i.e., reduced flow of contaminated stormwater into the surrounding waters of East Jefferson County), greater community involvement in rain garden stewardship, and a greater awareness of stormwater issues.

Recipient Task Coordinator: Janette Mestre

Deliverables

Number	Description	Due Date
4.1	Education/outreach plan and associated materials. Upload in EAGL and notify ECOLOGY Project Manager.	07/14/2023
4.2	Submit finished design of rain garden signs to ECOLOGY PM for review and approval prior to manufacturing.	09/29/2023
4.3	Species and quantity list for all plantings. Upload in EAGL and notify ECOLOGY Project Manager.	12/29/2023
4.4	Attendance log of neighborhood work parties (if needed). Upload to EAGL and notify ECOLOGY Project Manager.	10/15/2024
4.5	Final project report (detailing rain garden workdays, neighborhoods engaged, Adopt-a-Rain Garden program developments, photos/PR, etc.). Upload in EAGL and notify ECOLOGY Project Manager.	10/15/2024

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2023 NOAA Congressionally Directed Spending	0 %	\$ 0.00	\$ 118,800.00	\$ 118,800.00
Total		\$ 0.00	\$ 118,800.00	\$ 118,800.00

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 12/31/2023.

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

Jefferson County

By: DocuSigned by:
Joanne McGerr 2/15/2024
929BD1E726D8497

Joanne McGerr
Shorelands
Program Manager
Date

By: DocuSigned by:
Amit Sharma 2/14/2024
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Amit Sharma
Date

Philip C. Hunsucker

DocuSigned by:
Philip C. Hunsucker 2/14/2024
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Jefferson County Chief Civil Deputy
Prosecuting Attorney
Date

Kate Dean

DocuSigned by:
Kate Dean 2/14/2024
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2024 Board of County Commissioners,
Chair
Date

Template Approved to Form by
Attorney General's Office

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

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

DATE: February 5, 2024

SUBJECT: Approval for OTGP-2023-JeCoWS-00009 Grant Amendment for an Extension

STATEMENT OF ISSUE:

The Jefferson County Marine Resources Committee (MRC) is seeking approval for amending grant agreement no. OTGP-2023-JeCoWS-00009 between the State of Washington Department of Ecology and Jefferson County. This grant has provided \$118,000 of federal funding for MRC-sponsored marine stewardship projects between January 1 – December 31, 2023. The proposed amendment will allow for the extended use of these funds through December 31, 2024 to further support Olympia oyster restoration and rain garden maintenance projects in East Jefferson County.

ANALYSIS:

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

FISCAL IMPACT:

Extended time to fully use the \$118,000 for marine and nearshore ecosystem stewardship projects in East Jefferson County.

RECOMMENDATION:

Signature for approval,

REVIEWED BY:


Mark McCauley County Administrator


Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: State of WA Dept of Ecology

Contract No: OTGP-2023

Contract For: Jeff. Co. MRC

Term: 1/1/2023 - 12/31/2025

COUNTY DEPARTMENT:	WSU Jefferson County Extension
Contact Person:	Monica Montgomery
Contact Phone:	360-379-5610 x230
Contact email:	monica.montgomery1@wsu.edu

AMOUNT: 0

PROCESS:

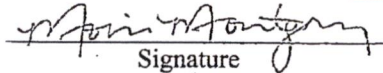
Revenue: _____
Expenditure: _____
Matching Funds Required: _____
Sources(s) of Matching Funds: _____

☐	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.

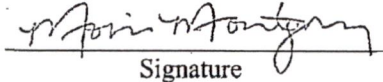
CERTIFIED: ☐ N/A: ☒


Signature

1/26/2024
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: ☒


Signature

1/26/2024
Date

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

Electronically approved by Risk Management on 1/31/2024.

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

Electronically approved as to form by PAO on 1/30/2024.
State language - cannot change. Contract amendment.

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