



## NOAA HABITAT CONSERVATION GRANT AGREEMENT

**TITLE:** Snohomish NOAA Whidbey Basin NS -Grant Admin, Shinglebolt Slough, Chinook Marsh, Thomas' Eddy

**WDFW NUMBER:** 23-22747

**GRANTEE:** Snohomish County

**CONTRACT PERIOD:** 05/01/2023 to 04/30/2027

**TYPE:** Payable / Grant / Sub-Recipient Federal

**CONTRACT VALUE:** \$4,700,130.00

### **A. PARTIES TO THIS CONTRACT**

This contract is entered into between the Washington State Department of Fish and Wildlife (WDFW), 600 Capitol Way North, Olympia, WA 98501-1091; and Snohomish County (Grantee), 3000 Rockefeller Ave, MS 303, Everett, WA 98201-4060; and shall be binding upon the agents and all persons acting by or through the parties.

### **B. PURPOSE OF CONTRACT**

The purpose of this contract is to provide a grant award to the Grantee for the project specified herein.

### **C. DESCRIPTION OF PROJECT**

The Grantee shall perform the project as described in Attachments, which are incorporated herein by this reference:

- Attachment "A" General Terms and Conditions
- Attachment "B" Contract/Project Summary
- Attachment "C" Statement of Work
- Attachment "D" Grantee's Proposal

The Grantee is a subrecipient of federal funds as identified under "Federal Funding Information" in Attachment "B."

### **D. PERIOD OF PERFORMANCE**

The performance period under this contract shall commence on 05/01/2023 and terminate on 04/30/2027. No expenditures made before or after this period are eligible for reimbursement unless incorporated by written amendment into this contract. The contract may be terminated or the performance period extended pursuant to terms set forth in Attachment "A."

### **E. COMPENSATION / PAYMENT**

The total dollars provided by WDFW for this contract shall not exceed \$4,700,130.00. The Grantee shall be responsible for all project costs exceeding this amount. Only eligible reimbursement activities that are in direct support of the project deliverables identified in this contract will be reimbursed. Any additional services provided by the Grantee must have prior written approval of WDFW.

Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to the Project Manager by the Grantee not more often than monthly. The invoices shall describe and document to WDFW's satisfaction a description of work performed, activities accomplished, or the progress of the project. The rates shall be in accordance with those herein agreed to.

Payment shall be considered timely if made by WDFW within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee. WDFW may, in its sole discretion, terminate the contract or withhold payments claimed by the Grantee for the services rendered if the Grantee fails to satisfactorily comply with any term or conditions of this contract.

**F. RIGHTS AND OBLIGATIONS**

All rights and obligations of the parties of this contract are subject to this contract, including the Attachments, which are incorporated herein by this reference. By signing this contract the Grantee acknowledges that they have read, fully understand, and agree to be bound by all terms and conditions set forth in this contract.

**G. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND WDFW POLICIES**

The Grantee shall comply with, all applicable state, federal, and local laws and regulations, including published WDFW policies, while performing under this contract

**H. ORDER OF PRECEDENCE**

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations.
- Special Terms and Conditions (including Attachment "C" – Statement of Work) as contained in this basic contract instrument.
- Attachment "A" - General Terms and Conditions.
- Attachment "D" – Grantee's Proposal
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

**I. CONTRACT REPRESENTATIVES**

The below named representatives for each of the parties shall be the contact people for all communications and billings regarding the performance of this contract. All written communications regarding this contract shall be sent to the designated representatives at the addresses below unless notified in writing of any change.

**Grantee's Representative**

Darcey Hughes  
(360) 581-5023  
Darcey.hughes@co.snohomish.wa.us

**WDFW's Representative**

Jason Alberich  
PO Box 43143  
Olympia, Washington, 98504-3143  
(360) 791-7764  
Jason.Alberich@dfw.wa.gov

**J. ENTIRE CONTRACT**

This contract, along with all attachments and exhibits, constitutes the entire agreement of the parties. No other understandings, verbal or otherwise, regarding this contract shall exist or bind any of the parties.

**K. APPROVAL**

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

IN WITNESS WHERE, WDFW and the Grantee have signed this contract.

**SNOHOMISH COUNTY**

**WASHINGTON DEPARTMENT OF FISH AND WILDLIFE**

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Approved as to Form:

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name and Title

**Attachment A -**  
**GENERAL TERMS AND CONDITIONS**  
**Grant Agreement**  
**Federal Funds**

**DEFINITIONS**

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" or "WDFW" shall mean the **Department of Fish and Wildlife** of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the AGENCY Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CFR" shall mean the Code of Federal Regulations. All references in the contract to CFR chapters or sections shall include any successor, amended or replacement regulations.
- D. "GRANTEE" shall mean any organization or individual that is performing service(s) under this contract, and shall include all employees of the GRANTEE.
- E. "RCW" shall mean the Revised Code of Washington. All references in the contract to RCW chapters or sections shall include any successor, amended or replacement statutes.
- F. "Subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this contract under a separate contract with the GRANTEE. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.
- G. "USC" shall mean United States Code. All references in the contract to USC chapters or sections shall include any successor, amended or replacement statutes.

**ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE'S reports, including computer models and methodology for those models.

**ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

**AMENDMENTS**

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

**AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

Both parties shall comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**ASSIGNMENT**

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

## **ATTORNEYS' FEES**

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

## **BUY AMERICAN ACT**

The GRANTEE shall comply with 41 USC 10a-10c (the "Buy American Act") by purchasing only American-made equipment and products with contract funds except articles, materials, and supplies — a) for use outside the United States; b) for which the cost would be unreasonable, as determined in accordance with federal regulations; c) for which the AGENCY determines that domestic preference would be inconsistent with the public interest; or d) that are not mined, produced, or manufactured in the United States in sufficient and reasonable available commercial quantities, of a satisfactory quality.

## **CENTRAL CONTRACTOR REGISTRATION AND UNIQUE ENTITY IDENTIFIER**

Unless exempt under 2 CFR 25.110, the GRANTEE shall comply with 2 CFR 25 and be registered in the federal System for Award Management Registration (SAM); and maintain an active registration with current information at all times during the period of performance for this contract; and provide its Unique Entity Identifier (UEI) number to the AGENCY.

## **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The GRANTEE shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

## **CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract. In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the contract by the GRANTEE. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

## **COST PRINCIPLES AND AUDIT REQUIREMENTS**

The CONTRACTOR agrees to comply with the costs principles contained in 2 CFR Part 200 as appropriate for this contract. The GRANTEE agrees to comply with the organizational audit requirements of 2 CFR Subpart F, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from 2 CFR Subpart F audits (and any other audits of Contract funds) are not satisfactorily and promptly addressed.

## **COPYRIGHT PROVISIONS**

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials. Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, the GRANTEE hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable

license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

The GRANTEE shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the GRANTEE.

### **COVENANT AGAINST CONTINGENT FEES**

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

### **DAVIS-BACON AND RELATED ACTS**

If any work performed by the GRANTEE or Subcontractor employees is subject to the Davis Bacon Act and Davis-Bacon prevailing wage provisions contained in applicable federal laws, the GRANTEE shall ensure that they and their Subcontractor(s) a) pay at least once per week wages to GRANTEE and/or Subcontractor laborers and mechanics at a rate not less than the minimum wages specified in wage determinations made by the U.S. Department of Labor; and b) provide to the AGENCY each week U.S. Department of Labor Form WH-347 "Payroll (For Contractors Optional Use)" stating the wages paid to GRANTEE and /or Subcontractor laborers and mechanics engaged in work funded by this contract.

### **DISALLOWED COSTS**

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

### **DISPUTES**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:

- Be in writing;
- State the disputed issue(s);
- State the relative positions of the parties;
- State the GRANTEE'S name, address, and contract number; and
- Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.

2. The respondent shall send a written answer to the requester's statement to both the AGENT and the requester within 5 calendar days.

3. The AGENT shall review the written statements and reply in writing to both parties within 10 calendar days. The AGENT may extend this period if necessary by notifying the parties.

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

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

## **DRUG-FREE WORKPLACE**

The GRANTEE shall comply with the Drug-Free Workplace Act of 1988, 41 USC 701-707, as amended. Compliance with the Drug-Free Workplace Act includes publishing a drug-free workplace statement and establishing a drug-free awareness program for GRANTEE employees; and taking actions concerning GRANTEE employees who are convicted of violating drug statutes in the workplace. The GRANTEE shall provide written notice of a conviction of a GRANTEE employee of a drug violation in the workplace to the AGENCY within seven (7) calendar days after the GRANTEE learns of the conviction.

## **DUPLICATE PAYMENT**

The AGENCY shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

## **ENTIRE AGREEMENT**

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

## **EQUIPMENT MANAGEMENT**

For the purposes of this contract, "Inventoriable Equipment" shall mean a tangible asset which has a service life of more than one year and with a unit cost of \$5,000 or greater; and tangible assets with a unit cost of more than \$300 that the AGENCY considers "small and attractive," such as engines, chain saws, communications equipment, global position systems, optical devices, cameras, microcomputer and related systems, smart phones and tablets, video equipment; and firearms, boats and motorized vehicles of any value.

If the GRANTEE uses contract funds to purchase Inventoriable Equipment, title to that Inventoriable Equipment shall be held by the AGENCY unless otherwise specified in this contract. The AGENCY's Inventoriable Equipment provided to the GRANTEE shall be used only for the performance of this contract. Title to the AGENCY's Inventoriable Equipment shall remain with the AGENCY.

The GRANTEE shall take reasonable steps to account for and protect Inventoriable Equipment from loss or damage; report to the AGENCY any loss or damage of such property; and take reasonable steps to protect such property from further damage. The GRANTEE shall surrender to the AGENCY all Inventoriable Equipment either provided by the AGENCY or purchased with contract funds upon the completion or termination of this contract.

## **FEDERAL DEBARMENT AND SUSPENSION**

The GRANTEE certifies, that neither it nor its "principals" (as defined in 49 CFR 29.105) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the GRANTEE agrees not to enter into any arrangements or other contracts with any party that is on the "List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at <https://www.sam.gov>.

## **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**

This contract is subject to the requirements of the Federal Funding Accountability and Transparency Act (FFATA) as stated in 2 CFR 170. The GRANTEE agrees to comply with applicable requirements to assist the AGENCY in reporting first-tier subawards of \$25,000 or more and, in certain circumstances, in reporting the names and total compensation of the five most highly compensated executives of first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS).

## **FINAL INVOICE**

The GRANTEE shall submit the final invoice not later than 60 calendar days from the end of the contract period.

## **GOVERNANCE**

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

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

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the contract, including materials incorporated by reference.

## **GOVERNING LAW**

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## **INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

The GRANTEE'S obligations to indemnify, defend, and hold harmless includes any claim by the GRANTEES' agents, employees, representatives, or any Subcontractor or its employees.

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

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

## **INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this contract. The GRANTEE and his or her employees or agents performing under this contract are not employees or agents of the AGENCY. The GRANTEE will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the GRANTEE.

## **INDUSTRIAL INSURANCE COVERAGE**

The GRANTEE shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, the AGENCY may collect from the GRANTEE the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by the AGENCY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

## **INSURANCE**

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the GRANTEE or Subcontractor, or agents of either, while performing under the terms of this contract.

The GRANTEE shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
1. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the GRANTEE, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
2. Marine Insurance. If the GRANTEE will be using a vessel or boat in the performance of this contract, the GRANTEE shall maintain a Commercial Marine Protection and Indemnity (P&I) Policy with P&I limit of not less than \$1,000,000 per occurrence and with a deductible not to exceed \$25,000 (to include diving operations if diving is a part of the contracted service for any liability which includes coverage for injury to the crew and passengers).
3. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. GRANTEE shall instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

If the GRANTEE is self-insured, evidence of its status as a self-insured entity shall be provided to the AGENCY. If requested by the AGENCY, the GRANTEE must describe its financial condition and the self-insured funding mechanism.

The GRANTEE shall submit to AGENCY within fifteen (15) calendar days of the contract effective date, a certificate of insurance or evidence of its status as a self-insured entity that outlines the coverage and limits defined in this section. The GRANTEE shall submit renewal certificates as appropriate during the term of the contract; the failure of the AGENCY to enforce this term in no way reduces the GRANTEE's responsibilities under this section.

## **LICENSING, ACCREDITATION AND REGISTRATION**

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

## **LIMITATION OF AUTHORITY**

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

## **MATCHING FUNDS**

The GRANTEE shall be responsible for providing matching funds as indicated in the contract (if any). If the GRANTEE is responsible for matching funds they shall state the amount of match used during the billing period and the cumulative amount of match used to date on every invoice submitted for payment to the AGENCY. The GRANTEE shall comply with the uniform administrative rules on matching or cost sharing for Federal grants and cooperative agreements and subawards as appropriate for this contract:

Federal Grantor Agency: Matching or Cost Sharing Standards

Department of Agriculture: 7 CFR Section 3016.24

Department of Commerce: 15 CFR Section 24.24

Department of Defense: 32 CFR Section 33.24

Department of the Interior: 43 CFR Section 12.64



### **MINORITY, WOMEN AND VETERAN-OWNED BUSINESSES**

The AGENCY encourages participation by minority and women-owned business enterprises certified by the Office of Minority and Women's Business Enterprises (OMWBE); and veteran-owned businesses certified by the Department of Veteran's Affairs (DVA). If any part of this contract is subcontracted to an OMWBE or DVA-certified firm the GRANTEE shall submit a statement of participation indicating what OMWBE or DVA certified firm was used and the dollar amount of their subcontracts.

### **NONDISCRIMINATION**

During the performance of this contract, both parties shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the GRANTEE'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further contracts with the AGENCY. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

### **PREVAILING WAGE**

If any work performed by the GRANTEE or its Subcontractors is subject to Chapter 39.12 of the Revised Code of Washington, the GRANTEE shall ensure that the GRANTEE and its Subcontractors pay the prevailing rate of wages to all GRANTEE and/or Subcontractor workers, laborers or mechanics in the performance of any part of the work described in the contract in accordance with state law and Department of Labor and Industries rules and regulations.

### **PRIVACY**

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. The GRANTEE shall ensure its directors, officers, employees, Subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. The GRANTEE and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the AGENCY or as otherwise required by law. Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The GRANTEE agrees to indemnify and hold harmless the AGENCY for any damages related to the GRANTEE'S unauthorized use of personal information.

### **RECORDS MAINTENANCE**

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this contract will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Records and other documents, in any medium, furnished by one party to this contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

### **RESTRICTIONS ON LOBBYING**

The GRANTEE certifies that under the requirements of Lobbying Disclosure Act, 2 USC, Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

#### **RIGHT OF INSPECTION**

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

#### **SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination " clause, without the thirty-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

#### **SEVERABILITY**

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

#### **SITE SECURITY**

While on AGENCY premises, the GRANTEE, its agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

#### **STATEWIDE VENDOR PAYMENT REGISTRATION**

The GRANTEE is required to be registered in the Statewide Vendor Payment System prior to submitting a request for payment under this contract. The Washington State Office of Financial Management (OFM) maintains the Statewide Vendor Payment System; to obtain registration materials contact the Statewide Payee Desk at (360) 407-8180; or go to: <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>.

#### **SUBCONTRACTING**

Neither the GRANTEE nor any Subcontractor(s) shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the GRANTEE to the AGENCY for any breach in the performance of the GRANTEE'S duties. This clause does not include contracts of employment between the GRANTEE and personnel assigned to work under this contract. Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this contract are carried forward to any subcontracts. The GRANTEE and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the AGENCY or as provided by law.

#### **TERMINATION**

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

#### **TERMINATION FOR CAUSE**

In the event the AGENCY determines the GRANTEE has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended. The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by the AGENCY to terminate the

contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

### **TERMINATION PROCEDURES**

Upon termination of this contract, the AGENCY, in addition to any other rights provided in this contract, may require the GRANTEE to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer. The AGENCY shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the GRANTEE and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the GRANTEE such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability. The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the GRANTEE shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the GRANTEE under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the GRANTEE and in which the AGENCY has or may acquire an interest.

### **TRAFFICKING VICTIMS PROTECTION ACT**

As described in 2 CFR Part 175 the AGENCY may terminate this contract, without penalty, if the GRANTEE is found to be in violation of the Trafficking Victims Protection Act of 2000

### **UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS**

The CONTRACTOR shall comply with the uniform administrative rules for Federal grants and cooperative agreements and subawards contained in 2 CFR Part 200 and as appropriate for this contract:

<u>Federal Grantor Agency</u>	<u>2 CFR Chapter</u>
Department of Agriculture	IV
Department of Commerce	XIII
Department of Defense	XI

Department of the Interior                      XIV  
Environmental Protection Agency              XV

**WAIVER**

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

**WHISTLEBLOWER PROTECTION**

If this contract exceeds the federal simplified acquisition threshold of \$100,000 the contract and all employees working on the contract are subject to the whistleblower protections established at 41 USC 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013. If subject to this statute the CONTRACTOR shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712. This section is applicable to all subcontractors and subawardees related to this contract that exceed the federal simplified acquisition threshold of \$100,000, and the CONTRACTOR shall include this section in all such subcontracts and/or subawards.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 3/20/2015

**Attachment B -  
CONTRACT/PROJECT SUMMARY**

<b>TITLE:</b> Snohomish NOAA Whidbey Basin NS -Grant Admin, Shinglebolt Slough, Chinook Marsh, Thomas' Eddy		<b>WDFW CONTRACT NUMBER:</b> 23-22747	
<b>PERIOD:</b> 05/01/2023 to 04/30/2027 <b>GRANTEE:</b> Snohomish County <b>GRANTEE CONTACT:</b> Darcey Hughes (360) 581-5023 <b>CONTRACT TYPE:</b> Payable / Grant / Sub-Recipient Federal		<b>WDFW MANAGER:</b> Jason Alberich (360) 791-7764	
<b>SUMMARY CONTRACT DESCRIPTION:</b> This is a pass-through grant associated with contract 23-20885 Project:H419 Transformational Chinook Recovery in Whidbey Basin Watersheds NA23NMF4630090 Snohomish County will implement the Thomas' Eddy Floodplain Restoration Project, the Shinglebolt Slough, and Chinook Marsh pipeline projects. Snohomish County will also conduct grant administration and billing management of Snohomish Conservation District and Adopt-a-Stream Foundation subawards in support of the Transformational Collaborative Chinook Recovery in Whidbey Basin North and South			
<b>Master Index Number(s):</b> 37223			
<b>CFDA Number</b>	<b>Award Year</b>	<b>Award Number</b>	<b>Research &amp; Development?</b>
11.463 Habitat Conservation/US Department of Commerce	2023	NA23NMF4630090	No

**Attachment C -  
STATEMENT OF WORK**

**1. Introduction**

This contract is a subreceipt of federal funds from the National Oceanic and Atmospheric Administration (NOAA) under grant award NA23NMF4630090, WDFW contract number 23-20885 (Transformational Chinook Recovery in Whidbey Basin Watersheds).

**2. Description of all Project Requirements**

The Grantee will perform all tasks assigned to the Grantee as described in Attachment D, Grantee's Proposal for grant award NA23NMF4630090, which is attached hereto and incorporated herein. The Grantee may enter into subrecipient agreements if so identified in Attachment D. The Grantee will ensure that subrecipients (if any) comply with the terms of this contract.

**3. Reporting**

- a. Semi-Annual Reports. The Grantee and its subawardees will submit performance reports to the WDFW Project Manager on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, not later than 30 calendar days after the end of the reporting period. These reports will address the Grantee's progress on the goals and objectives identified in Attachment D.
- b. Final Report. The Grantee will submit a final performance report to the WDFW Project Manager within 60 calendar days after the expiration of the period of performance.

**4. Reimbursement**

- a. WDFW will reimburse the Grantee for its actual direct and indirect costs up to the maximum value of this agreement as described in Attachment D.
- b. The Grantee may shift up to 10 percent of the contract value between budget line items by project as identified in Attachment D without amending this contract.
- c. Indirect Costs. The Grantee may charge for indirect costs in accordance with its current federally approved Negotiated Indirect Cost Rate Agreement (NICRA). If the Grantee does not have a current NICRA, the Grantee may elect to charge a de minimis rate of 10 percent of direct costs. The Grantee must provide the WDFW project manager with a copy of its NICRA annually; if the Grantee's subrecipients contract funds to other organizations the Grantee must retain a copy of those organizations' NICRA if those organizations charge an indirect rate in excess of 10 percent of direct cost.
- d. Pre-award costs for those projects described in Attachment D incurred within 90 days prior to the award start date of 05/01/2023 are allowable only to the extent of their reasonableness and relationship to the proposed activities described in Attachment D.

**5. Conflict of Interest**

The Grantee must disclose in writing any potential conflict of interest to the WDFW Project Manager. In addition, the Grantee will establish and maintain written standards of conduct that include safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or

personal gain in the administration of an award; or governing the performance of their employees engaged in the selection, award, and administration of contracts.

## **6. Environmental Requirements**

- a. The Grantee must comply with all environmental standards, to include the National Environmental Policy Act (42 U.S.C. §§ 4321 *et seq.*) and the National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*) and must identify to the WDFW Project Manager any impact the award may have on the environment. In some cases, contract funds can be withheld by WDFW under a specific award condition requiring the Grantee to submit additional environmental compliance information sufficient to enable WDFW and NOAA to make an assessment on any impacts that a project may have on the environment.
- b. The Grantee will assist and cooperate with WDFW and NOAA in the preparation of any outstanding National Environmental Policy Act (NEPA) compliance documentation. For purposes of NEPA compliance, Phase 1 of the project includes monitoring, planning, feasibility studies, design, engineering, and permitting. The activities for which work can proceed (as described above) will have no significant individual or cumulative adverse effects on the environment. The Recipient will not expend any funds for Phase 2 project implementation which includes tidal channel creation and vegetative planting until impacts have been assessed, and NEPA compliance documentation has been completed by NOAA. Phase 2 funds will be available after the NOAA Program Officer provides NEPA clearance by confirming in Grants Online that this award condition has been satisfied.
- c. The Grantee will ensure that implementation of the project will meet all federal and state laws and regulations by obtaining all federal, state, and local permits and consultations applicable to the project prior to expenditure of contract funds for those activities requiring permits and consultations. This includes, but is not restricted to, consultations required under the Endangered Species Act, Magnuson-Stevens Fishery Conservation and Management Act (Essential Fish Habitat), National Historic Preservation Act, and Coastal Zone Management Act. The Grantee will be cognizant of all conditions and restrictions required by their permits and consultations and will immediately halt activities and contact the WDFW Project Manager if events occur that threaten to violate the conditions or restrictions required by their permits and consultations.
- d. Verification of permits and regulatory compliance related to this project must be presented to the WDFW Project Manager prior to project implementation. The Grantee will provide a list of federal, tribal, state, and local permits acquired for this project to the WDFW Project Manager.
- e. The Grantee will maintain project files for all restoration activities taking place under this contract consistent with 2 C.F.R. Sec. 200.333. These files must contain, at a minimum, project work plans and copies of all federal and state permits/consultations associated with project implementation.

## **7. Archaeological and Cultural Resources**

The work conducted by the Grantee is subject to compliance with all applicable local, state, and federal cultural resources laws and regulations. These may include, but are not limited to, Governor's Executive Order 21-02 (EO 21-02), the State Environmental Policy Act, the National Historic Preservation Act, and the National Environmental Policy Act. Compliance

must be completed and documentation provided by the Grantee to the WDFW Project Manager prior to the start of any work on project site(s).

- a. Notice of Cultural Resources Completion. No work shall commence in the project area until WDFW has provided a notice of cultural resources completion. WDFW may require on-site monitoring for impacts to cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid cultural resource impacts or concerns. All cultural resources requirements for non-ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement. WDFW will not reimburse the Grantee for any deliverables or other invoices requiring a notice of cultural resources completion until the Grantee has demonstrated compliance.
- b. Discovery of Human Remains. If human skeletal remains are found while conducting work under this contract, the Grantee shall immediately stop any activity that may cause further disturbance. The area of the find will be secured and protected from further disturbance until WDFW provides notice to proceed. The Grantee or their subcontractors must immediately notify WDFW, the Washington State Department of Archaeology and Historic Preservation (DAHP) and either the WDFW Cultural Resources Program Manager or Tribal Historic Preservation Officer of all affected Tribes. The Grantee will also report the finding of *human skeletal remains* to the county medical examiner/coroner and local law enforcement in the most expeditious manner possible. The remains will not be touched, moved, or further disturbed. The county medical examiner/coroner will assume jurisdiction over the *human skeletal remains* and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the *human skeletal remains* are non-forensic, then they will report that finding to DAHP, who will then take jurisdiction over the remains. DAHP will notify any appropriate cemeteries and all affected Tribes of the find. The Washington State Physical Anthropologist will make a determination of whether the *human skeletal remains* are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected Tribes. DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the *human skeletal remains* (RCWs 68.50.645, 27.44.055, and 68.60.055).
- c. Discovery of Cultural Resources. If suspected *cultural resources* are found while conducting work under this contract, the Grantee shall immediately stop any activity that may cause further disturbance. The Grantee or their Contractors must immediately notify the WDFW Project Manager. WDFW will contact DAHP and the WDFW Cultural Resources Program Manager or Tribal Historic Preservation Officer of all affected Tribes to alert them to a possible identification of cultural resources. The Grantee's archaeologist will confirm the find represents archaeological material(s) or feature(s) and notify the Grantee, WDFW Project Manager, and the WDFW archaeologist. The Grantee's archaeologist will provide photos of the archaeological material(s) or feature(s) with an appropriate scale. The WDFW Project Manager, in cooperation with the WDFW archaeologist, will contact DAHP and affected Tribes to identify appropriate points of contact and send the provided photos. WDFW, DAHP, and affected Tribes will consult to determine next steps. If it can be determined at this step that the material(s) or feature(s) represent a potentially significant archaeological site, the Grantee will be advised of interim protective measures. Work may resume outside the affected area plus any necessary buffer, unless the WDFW archaeologist directs otherwise. WDFW will initiate Tribal and



DAHP consultation regarding evaluation of the find's significance, potential for effects caused by the project, and subsequent treatment plans or Memoranda of Agreement (MOA)s. Wherever possible, the preferred treatment of significant archaeological resources and historic sites will be in situ preservation. If a treatment plan requires that such resources be excavated or removed, an agreement must first be reached between WDFW, the Grantee, and the consulting parties before work can proceed. Failure to abide by this section can result in immediate termination of this contract in addition to any other remedies allowed by law.

**8. Publications**

The Grantee will assure that every publication of material based on, developed under, or otherwise produced pursuant to a DOC financial assistance award contains the following notice: *This [report/video/etc.] was prepared by [recipient name] using Federal funds under award [number] from [name of operating unit], 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.*

**9. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

The Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**10. Build America, Buy America Act**

The Grantee is subject to the Buy America Sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917). None of the funds provided under this contract may be used for a project for infrastructure unless:

- all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- all manufactured products used in the project are produced in the United States - this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- all construction materials are manufactured in the United States - this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the

construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To help federal agencies and recipients meet BABA requirements, the U.S. Department of Commerce, National Institute for Standards and Technology (NIST), Hollings Manufacturing Extension Partnership (MEP) National Network™ provides a service to connect stakeholders, including recipients, to U.S. manufacturers that have relevant production capabilities and capacities to help fulfill current market and supply chain needs. Recipients considering a BABA nonavailability waiver are strongly encouraged to contact the NIST/MEP for assistance with supplier scouting services.

**11. Signage**

The Grantee will construct, erect, and maintain in good condition throughout the construction period a sign(s) satisfactory to NOAA and WDFW that identifies the project and indicates that the project is federally funded by the Bi-Partisan Infrastructure Law, and/or the Inflation Reduction Act (IRA). NOAA and WDFW may require that the Grantee maintain a permanent plaque or sign at the project site with the same or similar information. The temporary and permanent proposed signage implementation plans must be submitted to and approved by NOAA and WDFW prior to installation.

**12. Outreach and Communications**

The Grantee will coordinate with WDFW on outreach plans, events, products, and media coverage associated with the project. The Recipient will provide copies of final outreach products, website mentions, press materials, photos, etc. via the standard progress reports. The Grantee will provide WDFW with high-resolution before, during, and post-implementation photos of the project. Further outreach and communications guidance can be found at: <http://www.habitat.noaa.gov/funding/applicantresources.html> under 'Outreach Resources'.

**13. Project Safety**

The Grantee will have a written safety plan for management of the project, which should specifically address safety of project personnel, associates, visitors, and volunteers. The Grantee must conduct a safety briefing for volunteers immediately prior to their participation in hands-on restoration activities under this award. In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the Grantee to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the Grantee to ensure that any SCUBA diving activities under this award meet, at a minimum, all applicable federal, state, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.

**Attachment D -  
GRANTEE'S PROPOSAL**

*See separate attachment*

**ATTACHMENT D  
GRANTEE’S PROPOSAL**

Grantee (Subrecipient): Snohomish County  
Project Manager: Darcey Hughes, [darcey.hughes@co.snohomish.wa.us](mailto:darcey.hughes@co.snohomish.wa.us)  
Sub-Awardee: Adopt-A-Stream Foundation  
Sub-Awardee: Snohomish Conservation District  
Total Award Not to Exceed: \$4,700,130

**DESCRIPTION:**

Funds under this Grant Agreement will be allocated to Snohomish County to implement and advance projects and perform grant administration and billing management to sub-awardees Adopt-A-Stream Foundation and Snohomish Conservation District to implement and advance projects, all located in South Whidbey Basin and described in the proposal subject to NOAA Award No. NA23NMF4630090 entitled “Transformational Collaborative Chinook Recovery in Whidbey Basin North and South” dated September 6, 2022, revised February 22, 2023 (for North and South Basin projects), and revised April 10, April 20, and April 24, 2023 (for North Basin projects not applicable to this Grantee’s Proposal).

Funds under this Grant Agreement in the amount of \$2,602,150 will be allocated to Snohomish County to implement the Thomas’ Eddy flagship restoration project, as well as advance the Shinglebolt Slough and Chinook Marsh pipeline projects as described in **Tasks 2-4** below.

Funds under this Grant Agreement in the amount of \$1,372,980 will be allocated by Snohomish County to Adopt-A-Stream Foundation, as a subawardee under Snohomish County, to implement the Woods Creek flagship restoration project. Snohomish County will perform grant administration and billing management for the project through a sub-award agreement with Adopt-A-Stream Foundation and Adopt-A-Stream Foundation will manage the project consistent with the parameters described in **Task 5** below. The total funding allocation for this project under this Grant Agreement will not exceed \$1,372,980 (inclusive of any approved pre-award costs) unless written approval is provided by Snohomish County and WDFW.

Funds under this Grant Agreement in the amount of \$725,000 will be allocated by Snohomish County to Snohomish Conservation District (SCD), as a subawardee under Snohomish County, to implement the Skykomish Riparian Agroforestry feasibility project, to advance the Swan’s Trail Slough pipeline project, and to lead Community Engagement, Outreach, and Education efforts in the Stillaguamish and Snohomish Basins for the duration of this Grant Agreement, at least three years. Snohomish County will perform grant administration and billing management for these projects and activities through a sub-award agreement with Snohomish Conservation District and Snohomish Conservation District will manage the projects and activities consistent with the parameters described in **Task 6** below. The total funding for these projects and activities collectively under this Grant Agreement will not exceed \$725,000 unless written approval is provided by Snohomish County and WDFW.

## **TASK 1: GRANT ADMINISTRATION AND REPORTING**

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Snohomish County will prepare and submit NOAA Progress Reports and Final Reports for the Thomas’ Eddy, Shinglebolt Slough, and Chinook Marsh projects, as required by WDFW. Snohomish County will coordinate with the WDFW Estuary and Salmon Restoration Program (ESRP) and NOAA as applicable on the content of the NOAA Progress Reports and Final Reports.

Snohomish County will submit invoices to WDFW for reimbursement for the County work on the Thomas’ Eddy, Shinglebolt Slough, and Chinook Marsh projects.

Snohomish County will submit invoices to WDFW for reimbursement of County payments made under sub-award agreements with Adopt-A-Stream Foundation and Snohomish Conservation District described in Tasks 5 and 6 below.

<b>Deliverable</b>	<b>Deliverable Description</b>	<b>Due to WDFW</b>
1.1	NOAA Progress Reports	Bi-Annually: April and October
1.2	Invoices	Quarterly
1.3	Final Reports	End of Project or 4/30/2027

## **TASK 2: THOMAS’ EDDY**

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The Thomas’ Eddy Floodplain Restoration Project includes removal of at least 3,685 feet of levee, installation of edge habitat enhancements, large wood placement along 1,600 feet of side channel, and 50 acres of riparian planting and invasive species removal. This restoration work will reconnect and restore natural riverine and floodplain function to over 200 acres of Snohomish River floodplain, including reconnecting approximately 1.5 miles of off/side channel habitat. This restoration project will support higher juvenile salmon rearing capacity by providing improved rearing habitat during peak salmon outmigration and increased areas of temperature refuge for salmon that remain in riverine habitats later in the season and throughout the year. The project will continue substantial engagement with the County Parks Department, the Tulalip Tribes, and key community members including the Heirman family, fishing community, birders, and other park users. These interested parties identified a number of ideas for improving recreational access that are complimentary to the habitat and floodplain restoration project. Co-benefits of this restoration project include improved drainage at the nearby Chinook Farms north of restoration site and the development of conceptual designs for improved recreational elements at the Bob Heirman Wildlife Reserve Park.

Work performed on this project under this Grant Agreement will be to complete final designs and permitting; continue outreach; complete construction, including lowering levees, culvert replacement, trail installation, plantings, and large woody debris installation; and implement NOAA Tier 1 Monitoring.

The parties to this Grant Agreement acknowledge the funding provided by this Grant Agreement does not completely fund the work contemplated in this Grantee’s Proposal for this project. The County has secured additional funding needed for this project from other funding sources, however the parties accept the risk that work commenced in this Grantee’s Proposal may not be completed if further additional funding is needed and not secured.

<b>Deliverable</b>	<b>Deliverable Description</b>	<b>Due to WDFW</b>
2.1	Final Designs	9/30/2024
2.2	Permits	9/30/2024
2.3	Before and After Photos	12/31/2026
2.4	As-Built Designs	12/31/2026
2.5	NOAA Tier 1 Monitoring Report	3/31/2027

**TASK 3: SHINGLEBOLT SLOUGH**

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The goals of the Shinglebolt Slough restoration project are to restore over 1,600 feet of side channel to spring out migration flows, provide off channel juvenile rearing habitat and refugia, and restore mainstem edge habitat and channel complexity for salmon recovery. The work that will occur to advance the Shinglebolt Slough pipeline project under this Grant Agreement consists of completing final designs to reconnect the east, upstream section of Shinglebolt Slough, enhance the downstream sections of the remnant side channel, remove the existing rip rap and berm along 600-900 feet of the mainstem bank, and restore a substantial riparian forest edge throughout the project area. No construction or restoration work is anticipated to occur for this project under this Grant Agreement.

<b>Deliverable</b>	<b>Deliverable Description</b>	<b>Due to WDFW</b>
3.1	Final Designs	6/30/2025

**TASK 4: CHINOOK MARSH**

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The overall goal of the Chinook Marsh restoration project is to promote salmon recovery by providing rearing habitat in an area where it is needed most, increasing available functional habitat and habitat complexity, improving habitat connectivity, and mitigating habitat fragmentation within the Snohomish

River estuary system. The work that will occur to advance the Chinook Marsh pipeline project under this Grant Agreement consists of developing preliminary designs and choosing a preferred alternative for restoration of over 400 acres in the Snohomish River estuary. No construction or restoration work is anticipated to occur for this project under this Grant Agreement.

<b>Deliverable</b>	<b>Deliverable Description</b>	<b>Due to WDFW</b>
4.1	Preliminary Designs	6/30/2025

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## **COUNTY SUBAWARD TASKS**

### ***TASK 5: WOODS CREEK RESTORATION PROJECT VIA SUBAWARD TO ADOPT-A-STREAM FOUNDATION***

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The Woods Creek Restoration Project will remove an abandoned creosote railroad trestle at the City of Monroe’s Al Borlin Park, located at the confluence of Woods Creek and the Skykomish River, a major tributary just upstream of the Snohomish River. Woods Creek provides crucial off-channel spawning habitat and rearing habitat for juvenile Chinook and Steelhead. Large woody debris collects against the exiting trestle pilings that disrupts stream processes and limits fish access to Woods Creek. This bridge removal project involves additional enhancements including riparian plantings and installation of wood jams along Woods Creek to create pools and sort sediment improving hydrologic function near the confluence with the mainstem and increase fish habitat.

#### **AASF TASK 5.1: GRANT ADMINISTRATION AND REPORTING**

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Adopt-A-Stream Foundation (AASF) will prepare and submit Progress Reports, invoicing, and Final Reports, as required.

- AASF will work directly with WDFW ESRP and NOAA to develop NOAA Progress Reports, including report content that describes project milestones and activities.
- AASF will submit NOAA Progress Reports and Final Report as directed by WDFW and provide copies to Snohomish County.
- Snohomish County grant support staff and technical staff may advise AASF on any reporting outputs required by WDFW and NOAA, as appropriate or if requested by WDFW.
- AASF will submit project invoicing directly to Snohomish County under the terms of a sub-award agreement between Snohomish County and AASF.
- Snohomish County will work with WDFW to ensure work performed under the sub-award adheres to NOAA award policies and applicable federal laws.

<b>Deliverable</b>	<b>Deliverable Description</b>	<b>Due</b>
5.1.1	NOAA Progress Reports	Bi-Annually: April and October
5.1.2	Invoicing due to County	Quarterly
5.1.3	Final Report	End of Project or 12/31/2025

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## **AASF TASK 5.2: CONSTRUCTION AND RIPARIAN PLANTING**

AASF will manage the restoration work for the Woods Creek Restoration Project through a sub-award agreement with Snohomish County to remove an abandoned creosote railroad trestle and install wood jams/large woody debris (LWD) and riparian plantings along Woods Creek. This work will include, but is not limited to, the following activities:

- Prepare Requests for Proposals (RFPs) for subcontractors, material, and equipment. Review bids, select subcontractors and material and equipment vendors. Conduct pre-construction meetings with sub-contractors and material/equipment vendors.
- In coordination with South Whidbey Basin project partners, prepare press releases for print/electronic/print media.
- Prepare and initiate a NOAA Tier 1 Monitoring Plan.
- Demolition of railroad trestle and creosote log disposal.
- Install wood jams/LWD.
- Install riparian plantings.
- Monitor project including photo documentation, fish/wildlife observations, and benthic macroinvertebrate analysis.

The total funding allocation under this Grant Agreement for the AASF project described in this Grantee’s Proposal will not exceed \$1,372,980 unless written approval is provided by Snohomish County and WDFW. Pre-award costs incurred by AASF within 90 days prior to the NOAA Award start date of 05/01/2023 are allowable only to the extent of their reasonableness and relationship to the proposed activities in this Grantee’s Proposal. Any approved pre-award costs are inclusive of, and not in addition to, the funding allocation of \$1,372,980.

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## **TASK 6: SKYKOMISH RIPARIAN AGROFORESTRY; SWAN’S TRAIL SLOUGH; AND COMMUNITY ENGAGEMENT, OUTREACH AND EDUCATION VIA SUBAWARD TO SNOHOMISH CONSERVATION DISTRICT**

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### **SCD TASK 6.1: GRANT ADMINISTRATION AND REPORTING**

Snohomish Conservation District (SCD) will prepare and submit Progress Reports, invoicing, and Final Reports, as required.



- SCD will work directly with WDFW ESRP and NOAA to develop NOAA Progress Reports for the Skykomish Riparian Agroforestry Project, Swans Trail Slough restoration project, and Community Engagement, Outreach, and Education activities described in this Task 6, including report content that describes project milestones and activities.
- SCD will submit NOAA Progress Reports and Final Reports as directed by WDFW and provide copies to Snohomish County.
- Snohomish County grant support staff and technical staff may advise SCD on any reporting outputs required by WDFW and NOAA, as appropriate or if requested by WDFW.
- SCD will submit project invoicing directly to Snohomish County under the terms of a sub-award agreement between Snohomish County and SCD for the projects described in this Task 6.
- Snohomish County will work with WDFW to ensure work performed under the sub-award agreement adheres to NOAA award policies and applicable federal laws.

<b>Deliverable</b>	<b>Deliverable Description</b>	<b>Due</b>
6.1.1	NOAA Progress Reports	Bi-Annually: April and October
6.1.2	Invoicing due to County	Quarterly
6.1.3	Final Reports	End of Project or 12/31/2025

## **SCD TASK 6.2: SKYKOMISH RIPARIAN AGROFORESTRY**

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The goal of the Skykomish Riparian Agroforestry project is to incorporate agroforestry strategies and elements into the design of restoration projects in the Skykomish River Basin to develop biodiverse riparian forests with higher social, cultural, and economic value that benefit landowners and communities. SCD will leverage agricultural resources to support integrated riparian restoration projects and will work with stakeholders to design and prototype appropriate riparian forest cultivation and management. SCD will develop mechanisms so that people can visit, contribute directly to restoration, and learn about river and forest ecology. SCD’s aim is to shift riparian forest restoration from an underfunded intervention in a neglected landscape, to a community-building effort that strengthens rural economies with riparian forest designs that produce native plant seeds, cuttings and divisions to support restoration, and generate food, floral, craft and medicinal products for specialty markets.

SCD will manage the Skykomish Riparian Agroforestry feasibility project through a sub-award agreement with Snohomish County. The work will include, but is not limited to:

- SCD will work directly with WDFW ESRP to develop a draft and final Agroforestry Project Plan and provide copies of each to Snohomish County. Snohomish County may advise on the plan contents as appropriate or if requested by WDFW.

- SCD will work with NOAA, Tulalip Tribes, and other South Whidbey partners as applicable, agricultural lessees, and property owners involved in the agroforestry work to develop public workshops and learning or engagement opportunities.

<b>Deliverable</b>	<b>Deliverable Description</b>	<b>Due to WDFW and County</b>
6.2.1	Draft Agroforestry Restoration Program Plan	6/10/2024
6.2.2	Final Agroforestry Restoration Program Plan	10/31/2024

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### **SCD TASK 6.3: SWAN’S TRAIL SLOUGH**

The Swan’s Trail Slough is a multi-benefit restoration project located in the Snohomish Estuary adjacent to Chinook Marsh. SCD is working with Drainage Improvement District 13 (a 580-acre agricultural District with over 400 acres of prime commercial farmland) to implement off-channel habitat restoration to increase habitat availability and quality for juvenile salmon and increase agricultural resilience to climate change. The project is located along Swan's Trail Slough, a natural drainage/distributary slough to the Snohomish River. SCD is leading the project design and developed and continues to initiate a robust stakeholder and public input process for the Swan’s Trail Slough project. If the current preferred alternative is constructed the project will result in the restoration of 1.3 miles of channel length and between 10 and 35 acres of tidal wetland/slough habitat. SCD will coordinate with Snohomish County on any public hearings, public workshops, or other community/public engagement initiatives that may occur related to the Chinook Marsh restoration project.

SCD will manage the Swan’s Trail Slough pipeline restoration project through a sub-award agreement with Snohomish County. The work to advance the project will include, but is not limited to:

- Development and completion of final designs based on the preliminary design products for the Preferred Alternative (Alternative 2 in the Conceptual Design Report 2021).
- Continue stakeholder and landowner engagement.
- Develop permit applications and obtain all necessary permits and approvals for any early action construction activities identified through the preliminary and final design phases.
- No construction or restoration work is anticipated to occur for this project under this Grant Agreement.

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### **SCD TASK 6.4: COMMUNITY ENGAGEMENT, OUTREACH, AND EDUCATION**

SCD will manage community engagement, outreach, and education activities in the Stillaguamish and Snohomish Basins through a sub-award agreement with Snohomish County for the duration of this Grant Agreement, at least three years. The work will include, but is not limited to:

- SCD will work directly with WDFW ESRP to develop a draft and final Outreach Plan and provide copies of each to Snohomish County. Snohomish County may advise on the plan contents as appropriate or if requested by WDFW.
- SCD will provide, either directly or through a consultant, facilitation support, technical advice coordination, and multi-partner strategic communication and capacity planning services to the Stillaguamish Basin Integration/Implementation Team (IT).
- SCD (or consultant) will work with the Snohomish Basin IT (or their consultant) to coordinate a minimum of three (3) “Disappearing Task Groups” (DTG):
  - At least two (2) DTGs focused on the Swan’s Trail Slough restoration project; and
  - At least one (1) DTG focused on agroforestry and that includes both Snohomish Basin IT and Stillaguamish Basin IT members.
- SCD (or consultant) will coordinate a minimum of eight (8) Stillaguamish IT meetings.
- SCD (or consultant) will produce Stillaguamish Basin IT project pipeline document and maps describing and depicting the location of pipeline projects and initiatives.

<b>Deliverable</b>	<b>Deliverable Description</b>	<b>Due to WDFW and County</b>
6.4.1	Draft Outreach Plan	6/30/2024
6.4.2	Final Outreach Plan	12/31/2024

**ESTIMATED BUDGET BY YEAR**

<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
\$1,227,962	\$3,165,619	\$306,549	<b>\$4,700,130</b>

**BUDGET BY GRANTEE AND SUBAWARDEE**

<b>Grantee: Snohomish County</b>	<b>\$2,602,150</b>
Thomas’ Eddy	\$2,477,150
Shinglebolt Slough	\$75,000
Chinook Marsh	\$50,000
<b>Sub-Awardee: Adopt-A-Stream Foundation</b>	<b>\$1,372,980</b>
Woods Creek Restoration Project	\$1,372,980
<b>Sub-Awardee: Snohomish Conservation District</b>	<b>\$725,000</b>
Skykomish Riparian Agroforestry	\$350,000
Swans Trail Slough	\$275,000
Community Engagement, Outreach, and Education	\$100,000
<b>TOTAL</b>	<b>\$4,700,130</b>