

Agreement No. SEAPSRSL-2025-WhCoPW-00037**SHORELANDS PUGET SOUND RIPARIAN SYSTEMS LEAD AGREEMENT****BETWEEN****THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY****AND****WHATCOM COUNTY – PUBLIC WORKS DEPARTMENT**

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

GENERAL INFORMATION

Project Title:	Nooksack Riparian Resilience Project (NRRP)
Total Cost:	\$2,244,875.00
Total Eligible Cost:	\$2,244,875.00
Ecology Share:	\$2,244,875.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2025
The Expiration Date of this Agreement is no later than:	07/31/2029
Project Type:	Puget Sound Riparian Systems Lead Grant

Project Short Description:

The Nooksack Riparian Resilience Project (NRRP) will develop a programmatic and strategic approach to restoration planning, partner coordination, landowner engagement and incentives, and restoration implementation. The project will also facilitate and fund conservation easements (CEs) for restored and intact riparian areas, ensuring that past investments in priority reaches are protected in perpetuity from future development.

Project Long Description:

The NRRP addresses gaps in the riparian restoration process by developing a programmatic and strategic approach to restoration planning; partner coordination; landowner engagement and incentives; and restoration implementation. This project will also facilitate and fund CEs for restored and intact riparian areas to ensure that past priority area investments are maintained and protected in perpetuity.

Numerous planning processes have identified improved landowner incentive programs as a high priority to further proliferate riparian restoration in the basin. The Farm Service Agency’s recent actions regarding the

Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

Conservation Reserve Enhancement Program (CREP) have led to the disenrollment of several hundred landowners and the removal of protection for over 1,000 acres of restored riparian and wetland habitats. There is a strong interest in exploring alternative incentive-based methods to extend protection to these previously restored sites. The RECIPIENT will hire a consultant to develop a Landowner Incentive Toolkit that refines a comprehensive list of existing landowner incentive programs, identifies critical gaps that need to be addressed, and designs two-three innovative incentive programs to fill these gaps. The consultant will explore how incentives can be sequenced and stacked to better integrate various watershed restoration priorities (fish, farm, and flood) thus making these projects more attractive to landowners through maximized incentive payments.

The RECIPIENT will also work with the consultant to develop a Social Marketing Study (SMS) that targets outreach to commercial farmers. The SMS will gauge their concerns, understanding of current incentive programs, and interest in novel riparian restoration approaches. Results from the SMS will be used to develop a Targeted Landowner Outreach Plan that identifies outreach and communication strategies to encourage landowners to participate in riparian restoration efforts.

Currently, the Nooksack Tribe and other WRIA 1 partners are advancing a Riparian Needs Assessment (RNA) to assess riparian conditions in the basin, identify where restoration and protection efforts should be prioritized, and guide restoration planning amongst restoration partners. The RECIPIENT will build off the RNA by developing a new Riparian Implementation Planning Matrix (RIPM) that considers the numerous restoration and incentive programs for priority properties. The RIPM will distill a “menu” of restoration actions for landowners to choose from.

The RECIPIENT will fund permanent riparian easements along reaches identified as high priorities by the RNA. These easements will be developed and administered by the RECIPIENT’s Conservation Easement Program (CEP) and will be implemented according to ECOLOGY guidelines.

Overall Goal:

The RECIPIENT will explore and design new incentive programs to appeal more broadly to landowners. This will involve:

1. Developing an incentives toolkit
2. Conducting a study
3. Formulating a targeted outreach plan
4. Creating an implementation matrix.

Special focus will be given to permanent CEs administered by the RECIPIENT’s CEP and funded by ECOLOGY’s PSRSL program. The NRRP seeks to increase landowner participation by strategically stacking incentive payments, thereby maximizing benefits and making riparian restoration more attractive to landowners. While this funding will not directly pay for these additional incentive payments, funds will be used to explore and design various approaches to landowner incentives. Increasing landowner participation will result in increased riparian restoration, which will yield numerous co-benefits for the Nooksack watershed and Whatcom County communities.

Agreement No: SEAPSRSL-2025-WhCoPW-00037
 Project Title: Nooksack Riparian Resilience Project (NRRP)
 Recipient Name: Whatcom County – Public Works Department

RECIPIENT INFORMATION

Organization Name: Whatcom County – Public Works Department

Federal Tax ID: 91-6001383
 UEI Number: NT6RMN8THTN7

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Contacts

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Agreement No: SEAPSRSL-2025-WhCoPW-00037
 Project Title: Nooksack Riparian Resilience Project (NRRP)
 Recipient Name: Whatcom County – Public Works Department

ECOLOGY INFORMATION

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Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$19,253.00

Task Title: 1. Grant Administration and Project Management

Task Description:

The RECIPIENT will:

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

B. Coordinate and maintain effective communication with ECOLOGY throughout the project. Provide ECOLOGY opportunities to review draft deliverables as appropriate.

C. Conduct project management activities including submittal of quarterly progress reports and payment requests (PRPRs) with supporting documentation; recipient closeout report (including photos); maintain project records; and submit ECOLOGY-approved deliverables by the due dates established between ECOLOGY and the RECIPIENT; and compliance with all required permits, licenses, easements, or property rights necessary for the project, if applicable.

Quarterly reporting periods are:

1. Quarter 1 reporting period: January 1 – March 31; due April 30.
2. Quarter 2 reporting period: April 1 – June 30; due July 30.
3. Quarter 3 reporting period: July 1 – September 30; due October 30.
4. Quarter 4 reporting period: October 1 – December 31; due January 30.

D. Submit invoices at least quarterly, but no more frequently than monthly.

E. Submit a Bi-annual Report (two times per year), to ECOLOGY's partner, Puget Sound Institute (PSI) on programmatic reporting metrics. The report will include specific indicators pertaining to the project and quantitative metrics. The reporting format will be provided by PSI and include an online questionnaire/fillable form with an accompanying Excel spreadsheet. Additionally, PSI may request a brief interview with the RECIPIENT. This information will be rolled up into a comprehensive programmatic financial report to EPA. The RECIPIENT will confirm that reporting to PSI has been completed within the corresponding PRPR reporting.

1. Bi-annual 1 reporting period: October 1 – March 31; due April 15.
2. Bi-annual 2 reporting period: April 1 – September 30; due October 15.

F. Using the template provided, the RECIPIENT must complete an initial one-page project factsheet at the outset of the grant and a final one-page factsheet at the end of the grant. The initial factsheet will provide an overview of the project and a brief description of the RECIPIENT's organization. The RECIPIENT will submit the initial factsheet with the first quarterly progress report. The RECIPIENT will submit the final factsheet at the end of the grant to summarize project outcomes, lessons learned, and next steps.

G. Complete a final report. The final report will summarize methods, results, lessons learned, and recommendations for future work. The final report will also include information about any of the reporting metrics that are discussed and supported by the PSI reporting framework. These measures will help to showcase the impact and benefits of this work across the Puget Sound Riparian Systems Lead grantees. The Final Report requirement will generally include direct engagement with the PSRSL at points throughout the duration of the grant, such as: Project kickoff interview and

Agreement No: SEAPSRSL-2025-WhCoPW-00037
 Project Title: Nooksack Riparian Resilience Project (NRRP)
 Recipient Name: Whatcom County – Public Works Department

initial establishment of reporting framework, periodic updates to the reporting framework and key metrics to be tracked, project closeout meeting and required interviews to finalize and summarize key outcomes/outputs and associated metrics. The results of this will be included in the Final Report deliverable.

H. Complete a Recipient Close Out Report in EAGL.

Task Goal Statement:

Properly manage and fully document the project meets agreement and ECOLOGY administrative requirements. The recipient will communicate project outcomes, lessons learned, and recommendations.

Task Expected Outcome:

Timely and complete submittal of requests for reimbursement, quarterly progress reports, and recipient closeout report. Properly maintained project documentation.

Recipient Task Coordinator: Jon-Paul Shannahan

1. Grant Administration and Project Management

Deliverables

Number	Description	Due Date
1.1	Payment Request / Progress Report (PRPR). Upload to EAGL and notify ECOLOGY Project Manager (PM).	
1.2	Bi-annual Report submitted to PSI. Acknowledge completion of deliverable within corresponding PRPR.	
1.3	Initial Factsheet. Upload to EAGL and notify ECOLOGY PM.	
1.4	Final Factsheet. Upload to EAGL and notify ECOLOGY PM.	
1.5	Final Report. Upload to EAGL and notify ECOLOGY PM.	07/15/2029
1.6	Recipient Close Out Report (RCOR). Upload to EAGL and notify ECOLOGY PM.	07/15/2029

Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$61,622.00

Task Title: 2. Landowners Incentives Toolkit

Task Description:

The RECIPIENT will:

A. Convene an ad hoc work group, known as the Riparian Resilience Work Group (RRWG), to serve as a collaborative forum to solicit technical feedback throughout the duration of Tasks 2-5. The RRWG will include Whatcom Conservation District (WCD), Nooksack Indian Tribe (NIT), Lummi Nation (LN), and the Ag Water Board (AWB). The RRWG will work with a consultant to develop a comprehensive list of existing and upcoming landowner incentive programs to be included in a Landowners Incentives Toolkit (LIT).

1. On completion of any meeting/gathering, create a RRWG meeting summary document that includes date, location, and a brief description of the outcomes. Upload the summary document; sign-in sheet or attendee list; any materials provided (agendas, handouts, etc.); and photos (if any taken).

B. Hire a consultant to complete work outlined in Tasks 2 and 5 including developing the LIT. The consultant agreement will identify the entity's role and task responsibilities. Services will be secured in accordance with the RECIPIENT or State of Washington procurement procedures. The consultant agreement will be uploaded to EAGL.

C. Develop the LIT to inform the Riparian Implementation Planning Matrix and enhance overall landowner engagement in riparian restoration efforts. The LIT will provide landowners a diverse range of options to be better equipped to select a restoration pathway that aligns with their goals, financial plans, operational constraints, and property characteristics.

1. The LIT will refine a list of current landowner incentive programs, identify gaps in those incentive programs, and explore other innovative options needed to fill those gaps. Upload the draft LIT for the ECOLOGY PM's review and approval prior to implementation.

2. Solicit technical feedback from the RRWG and other partners engaged in riparian restoration. Upload RRWG technical feedback log or summary report.

3. Develop a report reflecting the legal research conducted to gauge the feasibility of novel incentive programs. Upload the consultant's legal research report.

D. The RRWG will work with the consultant to design two or three new incentive programs to address the identified gaps. The design process will require researching case examples from other basins that have successfully been implemented, and adapting those models as needed to ensure their compatibility with the Nooksack watershed. Below are some of the potential incentives that may be explored.

1. Permanent riparian CEs held by Whatcom County's CEP (implemented according to ECOLOGY guidelines; funded by the PSRSL). The RECIPIENT, in collaboration with ECOLOGY, may opportunistically pursue acquisitions of riparian CEs as pilot projects to inform other components of this novel program.

2. Permanent riparian easements held, monitored, and maintained by the AWB.

3. Channel migration easements that compensate landowners for restoration actions that reconnect the river to its historic floodplain.

4. Afforestation carbon payments that fund the long-term maintenance of restored riparian areas.

5. Work with the RRWG and the consultant to explore how incentives can be sequenced and stacked to better integrate various watershed restoration priorities (fish, farm, and flood).

Agreement No: SEAPSRSL-2025-WhCoPW-00037
 Project Title: Nooksack Riparian Resilience Project (NRRP)
 Recipient Name: Whatcom County – Public Works Department

E. Finalize the LIT by including the newly developed incentive programs and incorporating feedback and information attained from the RRWG, ECOLOGY and other riparian restoration partners. Upload the Final LIT.

Task Goal Statement:

The primary goals of the LIT are:

1. Ensure restoration partners and landowners are aware of all existing incentive programs and emerging programs .
2. Identify key gaps that currently exist and determine which gaps are the highest priority to address.
3. Explore and design novel incentive programs that address these gaps and spur additional landowner participation in riparian restoration.

Task Expected Outcome:

A draft LIT; solicit technical feedback from the RRWG engaged in riparian restoration; and a final LIT which incorporates this feedback.

Recipient Task Coordinator: Alexander Harris

2. Landowners Incentives Toolkit

Deliverables

Number	Description	Due Date
2.1	RRWG meeting summary document; sign-in sheet or attendee list; any materials provided (agendas, handouts, etc.); and photos (if any taken). Upload to EAGL and notify ECOLOGY PM.	
2.2	Signed consultant contract. Upload to EAGL and notify ECOLOGY PM.	
2.3	Draft LIT for review and approval prior to implementation. Upload to EAGL and notify ECOLOGY PM.	
2.4	RRWG technical feedback log or summary report. Upload to EAGL and notify ECOLOGY PM.	
2.5	Consultant's legal research report. Upload to EAGL and notify ECOLOGY PM.	
2.6	Final LIT. Upload to EAGL and notify ECOLOGY PM.	

Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$45,745.00

Task Title: 3. Social Marketing Study

Task Description:

The RECIPIENT will:

A. Hire a consultant to complete work outlined in Tasks 3 and 4 including creating a Social Marketing Study (SMS) Work Plan specifically for the study. The consultant agreement will identify the entity's role and task responsibilities. Services will be secured in accordance with the RECIPIENT or State of Washington procurement procedures. Upload the consultant agreement.

B. The SMS Work Plan will detail the outreach and/or education materials to be developed for the SMS. Perform all outreach activities within this task in accordance with the Funding Guidelines requirements (ECY Pub # 24-06-020). Upload the draft and final SMS Work Plan for the ECOLOGY PM's review and approval prior to production, distribution of any materials, and/or implementation of the plan.

C. Work with the consultant and the RRWG to determine which survey methods will be utilized. The RRWG will identify key community events where the consultant can solicit feedback with special attention given to outreach methods that reach farmers in spaces where they regularly gather.

1. Follow the SMS work plan to invite landowner engagement through an online survey. Promotion for the survey will acknowledge that project funding was provided by ECOLOGY and EPA, see Terms and Conditions. All outreach materials must adhere to the Funding Guidelines requirements. The RECIPIENT assumes financial risk when implementing work prior to approval of the SMS work plan. RECIPIENT will not receive reimbursement for outreach activities completed prior to ECOLOGY approval or not in compliance with Funding Guidelines when the SMS work plan is not accepted and approved. Upload a final copy of any outreach materials developed under this grant including the online survey.

D. Conduct the SMS focusing on various demographics within WRIA 1 to ensure thorough representation. Perform all outreach activities within this task in accordance with the requirements outlined in the Funding Guidelines.

1. Track details on landowner communications such as, after completion of any meeting/gathering, create a summary document that includes date, location, and a brief description of the outcomes. Upload the summary document; sign-in sheets or attendee list; any materials provided (agendas, handouts, etc.); and any photos taken.
2. For other outreach methods, create and upload a landowner communication log including efforts made, number of landowners reached, and responses to outreach.

E. After the SMS is complete, the consultant will develop a Final SMS Report with findings, trends, and conclusions from the study questions. The Final SMS Report will provide insight into the following:

1. Landowners' understanding of incentive programs, their concerns regarding riparian restoration, reasons for not participating in restoration efforts along salmon-bearing streams and rivers.
2. Information about which incentive-based programs are attractive, and what the necessary adjustments would be to boost participation.
3. Potential appeal of new incentive programs for Whatcom County farmers (e.g., CEs held and administered by the AWB).

Agreement No: SEAPSRSL-2025-WhCoPW-00037
 Project Title: Nooksack Riparian Resilience Project (NRRP)
 Recipient Name: Whatcom County – Public Works Department

Task Goal Statement:

The ultimate goal of this outreach work is to increase landowner engagement and participation in riparian restoration. To achieve this, the SMS will focus on the following goals:

1. Gain a better understanding of landowners’ view on current incentive programs and understand the reasons why landowner engagement has stalled in recent years.
2. Utilize this information to propose modifications to existing incentive programs and design innovative programs that are more attractive to landowners.
3. Gather feedback to identify effective communication strategies to reach landowners.

Task Expected Outcome:

The SMS will yield the following outcomes:

1. Increased landowner feedback on various incentive programs.
2. Increased understanding amongst restoration partners as to what landowners seek in future incentive programs.
3. Increased willingness amongst landowners to participate in riparian restoration.
4. Final Social Marketing Study report to serve as a backbone community engagement document that will help guide watershed partners in future and on-going work.

Recipient Task Coordinator: Alexander Harris

3. Social Marketing Study

Deliverables

Number	Description	Due Date
3.1	Signed consultant contract. Upload to EAGL and notify ECOLOGY PM.	
3.2	Draft SMS Work Plan including any revisions. Upload to EAGL and notify ECOLOGY PM.	
3.3	Final SMS Work Plan. Upload to EAGL and notify ECOLOGY PM.	
3.4	Final copy of outreach materials including the online Survey. Upload to EAGL and notify ECOLOGY PM.	
3.5	Meeting summary document; sign-in sheets or attendee list; any materials provided, and photos (if any taken). Landowner communication log. Upload to EAGL and notify ECOLOGY PM.	
3.6	Final SMS Report. Upload to EAGL and notify ECOLOGY PM.	

Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

SCOPE OF WORK

Task Number: 4 **Task Cost:** \$26,443.00

Task Title: 4. Targeted Landowner Outreach Plan

Task Description:

The RECIPIENT will:

A. Work with the consultant to develop a Targeted Landowner Outreach Plan (TLOP) informed by the results of the SMS. The TLOP will identify key messaging, outline outreach strategies, and clarify roles amongst the various partners engaged in riparian restoration. The TLOP will help riparian partners encourage landowners to voluntarily engage in riparian restoration. The TLOP will follow the requirements outlined in the Funding Guidelines. The TLOP will:

1. Identify the roles that individual partners currently play in landowner outreach and which roles need to be filled to improve landowner engagement.
2. Identify strategies for the RRWG to better coordinate and integrate their efforts, as to avoid actions that are duplicative or counterproductive.
3. Include a messaging guide as an internal resource with key messages and communications strategies meant to help riparian practitioners better communicate with their intended audience. The messaging guide will help ensure information is simple and accurate to help compel landowners to engage in riparian restoration. Messaging will reflect the current context relating to the water rights adjudication, the CREP audit and subsequent disenrollments, flood risks, and other challenges that farmers face in Whatcom County.
4. Include a Landowner Engagement Tracking Protocol which will reflect efforts made, number of landowners contacted, and their responses.
5. Detail the outreach and education materials that would be helpful to engage prospective landowners on future riparian restoration work.

B. Upload the draft TLOP and subsequent revisions, for the ECOLOGY PM's review and approval prior to production, distribution of any materials, and/or implementation of the plan.

C. Provide engagement opportunities for the RRWG's review and feedback on the draft TLOP. Upload the RRWG Outreach and Feedback log.

D. Upload the final TLOP, and subsequent revisions, for the ECOLOGY PM's review and approval prior to production, distribution of any materials, and/or implementation of the plan.

E. Develop 2-3 outreach materials that can be used by various partners engaged in riparian restoration. Outreach examples may include a 4 minute video that explains what permanent riparian easements are, how they differ from CREP leases, and how they can co-exist with working farmland; a special episode on Whatcom county Public Works Podcast; or electronic media to increase public awareness of the program and its benefits.

1. All outreach materials developed will acknowledge funding was provided by ECOLOGY and EPA, see Terms and Conditions. Outreach materials must adhere to the Funding Guidelines requirements. The RECIPIENT assumes financial risk when implementing work prior to approval of the TLOP. RECIPIENT will not receive reimbursement for outreach activities completed prior to ECOLOGY approval or not in compliance with Funding Guidelines when the TLOP is not accepted and approved. Upload to EAGL a final copy of any outreach or educational materials. Videos should be placed on the RECIPIENT's website with links provided within the PRPR. For items that can't be uploaded, create a document that contains the title and a summary description and upload to EAGL.

Agreement No: SEAPSRSL-2025-WhCoPW-00037
 Project Title: Nooksack Riparian Resilience Project (NRRP)
 Recipient Name: Whatcom County – Public Works Department

2. Complete and upload a Landowner Engagement Tracking Report, following the TLOP’s protocol.

Task Goal Statement:

Develop a TLOP which will accomplish the following goals:

1. Improve coordination amongst restoration partners engaged in landowner outreach.
2. Enhance the overall efficacy of outreach efforts with riparian landowners.
3. Reach farmers who would have not otherwise been reached with current outreach strategies.
4. Communicate to farmers the value of riparian restoration and the potential to design projects to minimize disruption to their operations.

Task Expected Outcome:

1. Develop a strategic outreach plan (TLOP) that incorporates lessons learned from the SMS and past outreach efforts.
2. Develop key messaging and communications strategies to reach and encourage landowners to voluntarily engage in riparian restoration.
3. Create outreach materials which provide educational information to increase landowners understanding of riparian restoration.

Recipient Task Coordinator: Alexander Harris

4. Targeted Landowner Outreach Plan

Deliverables

Number	Description	Due Date
4.1	Draft TLOP for ECOLOGY’s review and approval. Upload to EAGL and notify ECOLOGY PM.	
4.2	RRWG Outreach and Feedback log. Upload to EAGL and notify ECOLOGY PM.	
4.3	Final TLOP. Upload to EAGL and notify ECOLOGY PM.	
4.4	Final copy of any outreach materials. Upload to EAGL and notify ECOLOGY PM.	
4.5	Landowner Engagement Tracking Report. Upload to EAGL and notify ECOLOGY PM.	

Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

SCOPE OF WORK

Task Number: 5 **Task Cost:** \$43,105.00

Task Title: 5. Restoration Implementation Planning Matrix

Task Description:

The RECIPIENT will:

A. Create a Restoration Implementation Planning Matrix (RIPM) based on the findings and recommendations from the LIT, SMS, and the TLOP. The RIPM will build off the Riparian Needs Assessment (RNA) that is currently being led by the NIT on behalf of the WRIA 1 Salmon Recovery Staff Team. Upload to EAGL, the draft RIPM.

1. Ensure the RIPM bridges the gap between watershed planning efforts and project implementation at the parcel-scale. The RIPM will guide project design, facilitate communication amongst restoration proponents and landowners, and coordinate implementation responsibilities amongst project partners. Additionally, the RIPM will offer insights to ensure that any restoration actions taken do not hinder future restoration opportunities (e.g., planting a riparian buffer before setting back a levee).
2. The RIPM will use the LIT to evaluate the full suite of options on a given property. The RIPM will also consider future environmental impacts to ensure that restoration projects are resilient to heat, drought stress, and increased flood activity. This RIPM will be presented to the landowners, enabling them to select their preferred choice and collaborate in identifying the best restoration pathway for each prioritized site. The RIPM will establish the optimal sequence of restoration actions and define roles and timelines, while also identifying funding opportunities for project design, implementation, maintenance, monitoring, and protection.
3. Reach out to partners and solicit feedback. Upload the Partner Outreach and Feedback log.
4. Partner feedback will be used to develop the final RIPM. Upload to EAGL, the final RIPM.

Task Goal Statement:

The RIPM will do the following:

1. Bridge the divide between watershed planning efforts and riparian implementation.
2. Help guide riparian project design, facilitate communication amongst restoration proponents and landowners, and coordinate implementation responsibilities amongst project partners.
3. Integrate various watershed and environmentally adaptive planning processes into the riparian planning process.
4. Provide landowners with a menu of restoration options to choose from.

Task Expected Outcome:

The RIPM will produce the following outcomes:

1. More coordinated restoration planning amongst project partners.
2. Better integrated projects that weave various project components together to maximize co-benefits.
3. Provide information on sequencing, and incentives, and benefits to the landowner, such as bank stabilization and working forest buffers (hardwood harvest, tapping big leaf maple, etc).

Agreement No: SEAPSRSL-2025-WhCoPW-00037
 Project Title: Nooksack Riparian Resilience Project (NRRP)
 Recipient Name: Whatcom County – Public Works Department

Recipient Task Coordinator: Alexander Harris

5. Restoration Implementation Planning Matrix

Deliverables

Number	Description	Due Date
5.1	Draft RIPM. Upload to EAGL and notify ECOLOGY PM.	
5.2	Partner Outreach and Feedback log. Upload to EAGL and notify ECOLOGY PM.	
5.3	Final RIPM. Upload to EAGL and notify ECOLOGY PM.	

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Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

SCOPE OF WORK

Task Number: 6 **Task Cost:** \$70,000.00

Task Title: 6. Permanent Riparian Easement Due Diligence

Task Description:

The RECIPIENT will:

A. Perform Due Diligence activities on at least two properties in accordance with the 2024 Funding Guidelines, Appendix M. Easement acquisitions are opportunistically driven and may occur before the planning process (Tasks 2-5) is finalized. The RECIPIENT will obtain Ecology Approval on Draft due diligence deliverables prior to obtaining an appraisal (e.g., draft CE terms, maps, and any restoration or long-term stewardship plans).

B. Prior to accessing funds for the purchase of a property, the RECIPIENT must document market value by appraisal in accordance with the Appraisal Foundation's "Uniform Appraisal Standards for Federal Land Acquisitions" (Yellow Book). If a hypothetical condition is needed, request for legal instruction must be submitted to ECOLOGY and ECOLOGY and EPA must be used as intended users in the appraisal and review. Both the appraisal and review appraisal must agree on the final valuation and be submitted to ECOLOGY for approval before funds may be used to acquire the subject property.

C. Additionally, Section 106 cultural resources review is required for any project site acquisition or land disturbance. To initiate cultural resources review, the RECIPIENT will:

1. Complete and submit by email to ECOLOGY PM an ECOLOGY Cultural Resources Review Form for each site and any supplemental cultural resource documentation, including surveys; and if available, a cultural resources report completed by a licensed professional to ECOLOGY of the Area of Potential Effect (APE). Due to confidentiality, do NOT upload to EAGL.
2. Complete and submit into EAGL an ECOLOGY Inadvertent Discovery Plan (IDP). The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site.
3. Complete all cultural resource review requirements as required by ECOLOGY and receive a Final Determination by ECOLOGY prior to any site disturbing work or acquisition.

D. The RECIPIENT will present the landowner with a Notice of Just Compensation that informs the landowner of the approved, appraised value of the property and offers tenant relocation assistance if eligible. The Notice must be signed by the landowner and a copy uploaded to EAGL. A Notice of Voluntary Acquisition will be provided to the landowner.

E. The RECIPIENT shall obtain and submit to ECOLOGY a Phase I hazardous substance assessment for each property to be acquired, prior to purchase and use the Hazardous Substances Certification and Assessment Checklist from the Recreation and Conservation Office Manual 3. Nothing in this provision alters the RECIPIENTS' duties and liabilities regarding hazardous substances as set forth in RCW 70A.305. The RECIPIENT will defend, protect, and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, costs, attorneys' fees, and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

F. Acquisition Projects: Long term management for conservation properties acquired will include periodic real property reports to be submitted to ECOLOGY. Frequency and format as requested by ECOLOGY and/or EPA (see 2 CFR 200.330) and specified in Task 7.

Agreement No: SEAPSRSL-2025-WhCoPW-00037
 Project Title: Nooksack Riparian Resilience Project (NRRP)
 Recipient Name: Whatcom County – Public Works Department

Task Goal Statement:

The primary goals of the permanent riparian easements are the following:

1. Perform preliminary Due Diligence activities that will lead to the protection of two – four sites of new or intact riparian buffers along priority streams and rivers in WRIA 1.

Task Expected Outcome:

The RECIPIENT will produce the following outcomes:

1. Successful Due Diligence approved by ECOLOGY for the purchase of two-four riparian CEs.

Recipient Task Coordinator: Lauren Templeton

6. Permanent Riparian Easement Due Diligence

Deliverables

Number	Description	Due Date
6.1	Approved Yellow Book appraisal and review appraisal for each property that agree of value conclusion. Appraisal and review appraisal are to be approved by ECOLOGY prior to purchase. Upload to EAGL and notify ECOLOGY PM.	
6.2	ECOLOGY Cultural Resources Review Form, and any supplemental cultural resource docs and surveys. Due to confidentiality, do not upload to EAGL. Email to ECOLOGY PM.	
6.3	Inadvertent Discovery Plans for subject properties. Upload to EAGL and notify ECOLOGY PM.	
6.4	ECOLOGY Cultural Resources Review Waiver or Section 106 Final Determination. Upload to EAGL and notify ECOLOGY PM.	
6.5	Notice of Just Compensation for each property to be acquired. Upload to EAGL and notify ECOLOGY PM.	
6.6	Notice of Voluntary Acquisition provided to landowner. Acknowledge completion of deliverable within corresponding PRPR.	
6.7	Hazardous substance assessment and certification for each property to be acquired. Upload to EAGL and notify ECOLOGY PM.	
6.8	Acquisition Projects: Periodic real property reports (Monitoring Reports) to be submitted after agreement Expiration Date. Email to ECOLOGY PM.	

Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

SCOPE OF WORK

Task Number: 7 **Task Cost:** \$1,978,707.00

Task Title: 7. Permanent Riparian Easement Acquisitions

Task Description:

The RECIPIENT will:

A. Secure permanent protection of 2-4 sites by acquiring riparian CEs along priority streams and rivers in WRIA 1. These 2-4 riparian easements will protect riparian habitat in priority watersheds, identified in the WRIA 1 Salmon Recovery Program and the Riparian Needs Assessment. Easement acquisitions are opportunistically driven and may occur before the planning process (Tasks 2-5) is finalized; however, the planning process will inform the development of these permanent riparian easements. These riparian CEs will be held by Whatcom County's CEP. The general terms of the riparian CE will be consistent with the conservation purposes established in the Funding Guidelines Appendix M and approved by ECOLOGY prior to reimbursement. Per compliance and ECOLOGY guidelines procedures will include long-term monitoring, maintenance, and stewardship support for landowners. Working with partners to establish long term monitoring agreements will aid in supporting long term ecosystem function and environmental resilience. Any additional easement terms that secure interest in non-riparian area values (e.g., agricultural soils protection) will be funded with alternative sources procured by the RECIPIENT, and terms of those easements will meet requirements of those fund sources and not conflict with ECOLOGY's requirements for the riparian CE.

1. The RECIPIENT understands that the purchase price of the easement shall not be reimbursed by ECOLOGY prior to receipt of documentation of sale, but funds may be requested to be transferred directly into escrow to go towards the property closing. This must be requested at least two weeks in advance of the estimated closing date and is contingent upon completion of all required forms and documentation as required by ECOLOGY.

2. If funds will be transferred directly into escrow, confirm the title company has an active statewide vendor number and provide information to ECOLOGY including title company's Wire Transfer Request with routing number and wire transfer instructions for specific easement referenced.

B. Conduct CE acquisition due diligence.

1. The draft CE and AOR documents must be reviewed and approved by ECOLOGY prior to recording the CE.

a. Upload the Draft CE for review and approval and the Final recorded CE. Any property purchased shall be identified as having ECOLOGY and Federal interest. The CE will contain the required elements of a Notice of Federal Participation (NOFP) and recorded to ensure that the land will be managed in perpetuity in a manner consistent with the goals and objectives of this grant and the Funding Guidelines.

b. Upload the Draft Assignment of Rights (AOR) for review and approval and the Final recorded AOR in favor of ECOLOGY.

2. Attain a preliminary title report and upload prior to closing.

3. Once property has been acquired, upload a final insurance policy.

4. Upload recorded legal survey and boundary line adjustment (if necessary).

5. Complete baseline inventory and upload prior to closing.

6. Prepare and upload Property Management/Stewardship Plans. See additional reporting requirements specified in Task 6 for Acquisition Projects.

a. Conduct CE monitoring.

7. Upload signed settlement statement which verifies purchase price and date of sale.

8. Provide three maps of varying scales from small to large scale, including location within the state, specific location map, parcel, or plat map. In addition, upload a GIS Shapefile for each easement acquired.

Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

Task Goal Statement:

The primary goals of the permanent riparian easements are the following:

1. Permanently protect 2-4 properties with past restoration projects, intact riparian areas, and new restoration sites along priority streams and rivers in WRIA 1.
2. Provide an attractive incentive to landowners to voluntarily engage in riparian restoration and adequately compensate landowners for land they dedicated to conservation.
3. Pair riparian easements with agricultural easements to reduce development and impervious surfaces adjacent to waterways.
4. Secure the legacy of past investments that have been made into riparian restoration.

Task Expected Outcome:

The RECIPIENT will produce the following outcomes:

1. Establish riparian easements along reaches in WRIA 1, as identified by the WRIA 1 Salmon Recovery Program and the Riparian Needs Assessment.
2. Increased miles of streambank protected by easement acquisitions.

Recipient Task Coordinator: Lauren Templeton

Agreement No: SEAPSRSL-2025-WhCoPW-00037
 Project Title: Nooksack Riparian Resilience Project (NRRP)
 Recipient Name: Whatcom County – Public Works Department

7. Permanent Riparian Easement Acquisitions

Deliverables

Number	Description	Due Date
7.1	Draft CE for review and approval prior to finalization. Upload to EAGL and notify ECOLOGY PM.	
7.2	Draft AOR for review and approval prior to finalization. Upload to EAGL and notify ECOLOGY PM.	
7.3	Signed and recorded CE for any property purchased which includes the NOFP. Upload to EAGL and notify ECOLOGY PM.	
7.4	Final AOR. Upload to EAGL and notify ECOLOGY PM.	
7.5	Preliminary title report due prior to closing, and final insurance policy after property has been acquired. Upload to EAGL and notify ECOLOGY PM.	
7.6	Recorded legal survey and boundary line adjustment (if necessary). Upload to EAGL and notify ECOLOGY PM.	
7.7	Baseline inventory completed prior to closing. Property management/stewardship plan prepared. Upload to EAGL and notify ECOLOGY PM.	
7.8	Acquisition Projects: Periodic real property reports (Annual Monitoring Reports) to be submitted prior to agreement Expiration Date. Upload to EAGL and notify ECOLOGY PM.	
7.9	Signed settlement statement to verify purchase price and date of sale. Upload to EAGL and notify ECOLOGY PM.	
7.10	Three maps of varying scales and GIS Shapefile for each easement acquired. Upload to EAGL and notify ECOLOGY PM.	

Agreement No: SEAPSRSL-2025-WhCoPW-00037
 Project Title: Nooksack Riparian Resilience Project (NRRP)
 Recipient Name: Whatcom County – Public Works Department

BUDGET

Funding Distribution EG260455

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: Puget Sound Riparian Systems Lead
 Funding Type: Grant
 Funding Effective Date: 07/01/2025 Funding Expiration Date: 07/31/2029
 Funding Source:

Title: EPA - Federal
 Fund: FD
 Type: Federal
 Funding Source %: 100%
 Description: SEACR2SL--2025

Federal Awarding Agency: National Recovery Program Office, EPA Region 10
 Federal Awarding Agency Contact: Angela Adams
 Federal Awarding Agency Phone: 206-553-0332
 Federal Awarding Agency Email: adams.angela@epa.gov
 Federal Awarding Agency Address: 1200 Sixth Avenue, Suite 155, 19-C09, Seattle, WA 98101

ALN Catalog Name: Geographic Programs - Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program
 ALN Number: 66.123
 FAIN: 02J49101
 Research Grant: 10000229
 Federal Award Date: 9/25/2023
 Total Federal Award Amount: \$30,000,000.00

Federal Funds Obligated To Recipient: \$2,244,875.00

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Agreement No: SEAPSRSL-2025-WhCoPW-00037
 Project Title: Nooksack Riparian Resilience Project (NRRP)
 Recipient Name: Whatcom County – Public Works Department

Puget Sound Riparian Systems Lead	Task Total
1. Grant Administration and Project Management	\$ 19,253.00
2. Landowners Incentives Toolkit	\$ 61,622.00
3. Social Marketing Study	\$ 45,745.00
4. Targeted Landowner Outreach Plan	\$ 26,443.00
5. Restoration Implementation Planning Matrix	\$ 43,105.00
6. Permanent Riparian Easement Due Diligence	\$ 70,000.00
7. Permanent Riparian Easement Acquisitions	\$ 1,978,707.00

Total: \$ 2,244,875.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Puget Sound Riparian Systems Lead	0.00 %	\$ 0.00	\$ 2,244,875.00	\$ 2,244,875.00
Total		\$ 0.00	\$ 2,244,875.00	\$ 2,244,875.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

EPA PROGRAMATIC TERMS AND CONDITIONS 2.00

Where the following Terms and Conditions require EPA correspondence or approval, CONTRACTOR will work with ECOLOGY to determine applicability and appropriate procedures for adhering to the requirements.

Recognition of EPA Funding

Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement: “This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

EPA’s Substantial Involvement

EPA will be substantially involved in this project by participating in the following activities: (1) Within the first nine months of the project, EPA reserves the right to negotiate work plan and budget; (2) monitor the project management and execution throughout the assistance agreement’s project and budget period; (3) provide technical assistance and coordination as requested or needed by the recipient; and (4) review and approve technical deliverables, including 30-day pre-award review of sub-award agreements to ensure consistency with the collaborative intent of the National Estuary Program.

Quality Assurance Requirements (2 CFR 1500.11)

Acceptable Quality Assurance documentation must be submitted to the EPA Project Officer within the dates below or another date as negotiated with the EPA Project Officer. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the EPA Project Officer, in concert with the EPA Quality Assurance Manager, has approved the quality assurance document.

Additional information on these requirements can be found at the EPA Office of Grants and Debarment website: <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>
Instructions to Submit Quality Assurance Documents for Review

Grantees must submit the quality assurance project plan (QAPP) to his/her EPA Project Officer and the EPA Project Officer forwards the new/revised QAPP to “R10 QA Support” via internal email group.

R10 Quality Assurance Team Contact: Cindy Fields (fields.cindy@epa.gov).

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in

Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

2 C.F.R. § 1500.12 Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement the Quality Assurance (QA) planning documents in accordance with this term and condition; and ensure sub-award recipients implement all applicable approved QA planning documents.

1. Quality Management Plan (QMP)

a. Prior to beginning environmental information operations, the recipient must:

i. Submit a previously EPA-approved and current QMP.

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

b. The recipient must submit the QMP within 60 days after grant award.

c. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's Quality Management Plan (QMP) Standard.

2. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

i. Submit a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.

or

i. Provide EPA a copy of the recipient-approved QAPP if the recipient has an EPA-approved Quality Management Plan and a current EPA delegation to review and approve QAPPs.

b. The recipient must submit the QAPP 90 days after grant award, and/or no more than 180 days after grant award.

c. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur.

For Reference:

Quality Management Plan (QMP) Standard and EPA's Quality Assurance Project Plan (QAPP) Standard contains quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.

EPA QA/G-5: Guidance for Quality Assurance Project Plans.

EPA's Quality Program website has a list of QA managers, and Non-EPA Organizations Quality Specifications.

The Office of Grants and Debarment Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance.

Annual Conferences

The recipient may attend one or more appropriate conferences each year, which may be within the Puget Sound region. The specific conferences will be determined in consultation with the EPA Project Officer. The purpose of this requirement is to provide recipients with opportunities to learn about and benefit from other relevant initiatives and programs that relate to the funded work; to exchange information about their funded work with organizations that may benefit from their experience; and generally to raise awareness within the Puget Sound, Salish Sea, and large aquatic ecosystem protection and restoration communities of the funded work Example of potentially relevant

Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

conferences include, but are not limited to, the biennial Salish Sea Ecosystem Conference (<https://wp.wwu.edu/salishseaconference/>) and local or regional meetings of Tribal, professional, scientific, or other relevant associations. Specific conferences will depend on the nature of the work proposed. Recipient will be allowed to use award funds to pay for travel and lodging. Recipient should include anticipated costs for attending conferences in their proposed budget.

Peer Review

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

Competency of Organizations Generating and/or Using Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

Federal Assistance Agreement Funds Up to \$200,000. Recipient agrees that if the total federal funding obligated on this award exceeds \$200,000 (resulting from subsequent amendments to this agreement) and will involve the use or generation of environmental data it will (unless it has otherwise done so) demonstrate competency prior to carrying out any activities involving the generation or use of environmental data under this agreement.

Federal Assistance Agreement Funds Exceed or Expect to Exceed \$200,000. Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable. Recipient agrees to submit documentation and demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data.

R10 Quality Assurance Team Contact: Cindy Fields (fields.cindy@epa.gov).

WQX Requirement (Updated STORET Condition – Water Quality Exchange Replaces STORET)

Recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the Water Quality Portal (WQP) using either WQX or WQX web. Water quality data appropriate for the Water Quality Portal (WQP) include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the Water Quality Portal structure. WQX web is a web-based tool to convert data into the WQX format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the Water Quality Portal, including tutorials, can be found at <https://www.epa.gov/waterdata/water-qualitydata-wqx>

If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible (in the Water Quality Portal or some other database). Recipients are encouraged to develop a cross walk between any non-WQX database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date –

Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

April 16, 2013), or the October 28, 2013 guidance. Grantees shall confirm in writing projects' consistency with the Recommendations referenced above. When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the grantee must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

International Travel (Including Canada) - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

All International Travel must be approved by the Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your EPA Project Officer as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your EPA Project Officer listed on the front page of the Award Document.

Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

Copyrighted Material and Data - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes. Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as “co-regulators” or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA’s authorization to the other grantee to use the copyrighted works or other data. Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of: the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; termination or expiration of this agreement. In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

Light Refreshments and/or Meals - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

(1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);

(2) A description of the purpose, agenda, location, length and timing for the event; and,

(3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins.

(41 CFR 301-74.7)

FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT RECIPIENTS EXCLUDING STATE UNIVERSITIES:

If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate.

This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

Agreement No: SEAPSRSL-2025-WhCoPW-00037
 Project Title: Nooksack Riparian Resilience Project (NRRP)
 Recipient Name: Whatcom County – Public Works Department

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

Infrastructure Investment and Jobs Act (IIJA) Signage Required Term and Condition (Updated May 11, 2023)

This Term & Condition applies to (1) construction and infrastructure projects funded in whole or in part by the Infrastructure Investment and Jobs Act (IIJA) and (2) construction and infrastructure projects funded in whole or in part by the Inflation Reduction Act.

1. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported under this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. Public or Media Events

EPA encourages the recipient to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

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.

Agreement No: SEAPSRSL-2025-WhCoPW-00037
 Project Title: Nooksack Riparian Resilience Project (NRRP)
 Recipient Name: Whatcom County – Public Works Department

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

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

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

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

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

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form.

Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>

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

Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

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>](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/>](https://sam.gov/SAM/) exclusion list.

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Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

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

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

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

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section

Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

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

Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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

8. COMPLIANCE WITH ALL LAWS

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

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

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

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

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

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

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

9. CONFLICT OF INTEREST

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

10. CONTRACTING FOR GOODS AND SERVICES

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

RECIPIENT must have a standard procurement process or follow current state procurement procedures.

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

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

11. DISPUTES

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

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

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

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

d) ECOLOGY reviews the RECIPIENT's appeal.

Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

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

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

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

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

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

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

12. ENVIRONMENTAL DATA STANDARDS

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

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

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

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>.

RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

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

14. INDEMNIFICATION

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

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

15. INDEPENDENT STATUS

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

Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

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

Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

- 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.

Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

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

Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

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

27. SUSTAINABLE PRACTICES

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

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

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

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

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

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

b) For Convenience

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

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the

Agreement No: SEAPSRSL-2025-WhCoPW-00037
Project Title: Nooksack Riparian Resilience Project (NRRP)
Recipient Name: Whatcom County – Public Works Department

funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

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

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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

End of General Terms and Conditions