





Interagency Agreement

Agreement Number: 2023-18

Title: Whatcom County LIO – FFY 2022-2025 Funding

This agreement is made and entered into pursuant to the Interlocal Cooperation Act, RCW 39.34, by and between the state of Washington, Puget Sound Partnership (PSP), and the below named agency, hereinafter referred to as "CONTRACTOR."

Table with 2 columns: CONTRACTOR INFORMATION and Project Manager. Contractor: Whatcom County Flood Control, Zone District, 322 N. Commercial St., Suite 110, Bellingham, WA 98225. Project Manager: Gary Stoyka, gstoyka@co.whatcom.wa.us, (360) 676-6876. UBI: 600358208, EIN: 91-6001383, UEI: NT6RMN8THTN7, Type: County. Fiscal: Randy Rydel, rrydel@co.whatcom.wa.us

Table with 2 columns: PSP INFORMATION and Project Manager. PSP: PUGET SOUND PARTNERSHIP, PO Box 40900, Olympia, WA 98504. Project Manager: Kristin Hayman, Kristin.hayman@psp.wa.gov, (360) 480-0475

PURPOSE

The purpose of this agreement is to provide financial support for the coordination of the Whatcom County Local Integrating Organization (LIO).

STATEMENT OF WORK

The CONTRACTOR shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit B attached and incorporated herein.

In the event that the CONTRACTOR is a Sub-Recipient (grantee), Exhibit B shall describe the activities of the Sub-Recipient that are eligible for reimbursement under the award or sub-award.

PERIOD OF PERFORMANCE

The period of performance under this agreement will be from October 1, 2022, regardless of both parties signing date, through September 30, 2025. No work shall commence under this agreement until it has been fully executed by both parties.

COMPENSATION AND PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed Three hundred seventy-five thousand dollars (\$375,000). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. CONTRACTOR'S compensation for services rendered shall be in accordance with the Budget & Billing Procedures attached as Exhibit C.

In the event that the CONTRACTOR is a Sub-Recipient, the total amount of the award or sub-award for reimbursable activities shall not exceed the above amount, also in accordance with the Budget & Billing Procedures attached as Exhibit C.

FEDERAL FUNDING INFORMATION

This Contract includes federal funding [X] Yes [ ] No
CONTRACTOR is a Sub-Recipient for purposes of this agreement [X] Yes [ ] No

CFDA #	CFDA Title	Federal Grant Award Number	Federal Grant Award Name	Federal Agency Name
66.456	National Estuary Program Base and IS/SCI	CE-01J97401-0	Puget Sound Partnership National Estuary Program, Base and IS/SCI	Environmental Protection Agency

**TERMS AND CONDITIONS**

All rights and obligations of the parties to this contract shall be subject to and governed by the Terms and Conditions contained in the following exhibits, herein incorporated by reference. The contents of this Agreement include:

1. This contract cover sheet
2. Exhibit A – General Terms and Conditions
3. Exhibit B – Statement of Work
4. Exhibit C – Budget & Billing Procedures
5. Exhibit D - Lobbying Certification
6. Exhibit E – Sub-Recipient Federal Requirements (only if this is a Sub-Recipient contract)
  - Attachment 1- Federal Assurances Form 424B (Rev 4-2012)
  - Attachment 2- Federal Funding Accountability and Transparency Act Data Collection (FFATA form)

**ORDER OF PRECEDENCE**

In the event of an inconsistency in this agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of Washington Statutes and regulations
2. This Agreement/Contract, including Exhibit A, General Terms and Conditions
3. Exhibit B, Statement of Work and Exhibit C, Budget & Billing Procedures
4. Any other Exhibit or provision, term or material incorporated herein by reference or otherwise incorporated

**ENTIRE AGREEMENT**

This agreement, including referenced exhibits and any other provision, term or material expressly incorporated by reference, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

APPROVAL

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

This agreement is executed by the persons signing below, who warrant they have the authority to execute the agreement.

**Whatcom County Flood Control Zone District**

**Puget Sound Partnership**

\_\_\_\_\_ Date

\_\_\_\_\_ Laura Blackmore  
Executive Director

\_\_\_\_\_ Date

APPROVED AS TO FORM:

/s Jonathan Thompson  
Assistant Attorney General

December 5, 2013  
Date

**EXHIBIT A -  
GENERAL TERMS AND CONDITIONS**

**Title: Whatcom County LIO – FFY 2023-2025 Funding**

**1. DEFINITIONS**

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

- A. "AGENCY" means the Puget Sound Partnership (PSP) of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" means the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" means that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "DEBARMENT" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
- E. "EPA" means U.S. Environmental Protection Agency.
- F. "SUBCONTRACTOR" means one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.
- G. "SUB-RECIPIENT" means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. Guidance on distinguishing between a subrecipient and a contractor is provided in 2 CFR §200.330. Subrecipient and contractor determinations.

**2. AMERICANS WITH DISABILITIES ACT (ADA)**

If the contract includes federal funding, the CONTRACTOR must comply with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance. The CONTRACTOR may also be required to comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**3. ADVANCE PAYMENTS PROHIBITED**

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

**4. AMENDMENT**

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

**5. ASSIGNMENT**

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

**6. ASSURANCES**

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

## 7. CONFIDENTIALITY

Confidential information: The CONTRACTOR shall not use or disclose any information that is identified as such, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that state and local agencies are subject to chapter 42.56 RCW, the Public Records Act.

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

## 8. CREDIT AND ACKNOWLEDGEMENT

Reports, documents, signage, videos, or other media, developed as part of projects funded by EPA funded Agreements shall display both the EPA and Puget Sound Partnership logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency under Assistance Agreement [CE-01J97401-0]. 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."

## 9. DEBARMENT AND SUSPENSION

CONTRACTOR, by signature to this Contract, certifies that CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). CONTRACTOR shall comply with applicable federal agency debarment and suspension rules adopted pursuant to Office of Management and Budget guidance at 2 CFR Part 180, such as 2 CFR Part 1532 for the Environmental Protection Agency, which implement Executive Order 12549. CONTRACTOR acknowledges that failing to disclose the information required at 2 CFR 180.335 may result in the delay or negation of this contract, or pursuance of legal remedies, including suspension and debarment.

CONTRACTOR shall not award subcontracts or subawards to persons (individuals or organizations) listed on the Excluded Parties List located at [www.sam.gov/](http://www.sam.gov/). CONTRACTOR agrees to include the above requirements in all subcontracts into which it enters. The CONTRACTOR shall immediately notify AGENCY if, during the term of this Contract, CONTRACTOR becomes Debarred. AGENCY may immediately terminate this Contract by providing CONTRACTOR written notice if CONTRACTOR becomes Debarred during the term hereof.

## 10. DISALLOWED COSTS

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

## 11. DISPUTES

In the event that CONTRACTOR is a state agency and a dispute arises under this Agreement, either of the parties may request intervention by the Governor, as provided by chapter 43.17.330 RCW, in which event the Governor's process will control.

In the event that a dispute arises under this Agreement, and the CONTRACTOR is not a state agency, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable

statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

The cost of resolution will be borne as allocated by the Dispute Board or the Governor.

## **12. DUPLICATION OF BILLED COSTS**

The CONTRACTOR shall not bill the Agency for services performed under this contract, and the Agency shall not pay the CONTRACTOR if the CONTRACTOR is entitled to payment or has been or will be paid by any other source, including grants, for that service.

## **13. 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

<https://www.fgdc.gov/>

## **14. GOVERNING LAW AND VENUE**

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

## **15. HOTEL MOTEL FIRE SAFETY ACT**

The Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) establishes a number of fire safety standards which must be met for hotels and motels. Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a if any portion of this contract will be paid with federal funds, CONTRACTOR agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended. CONTRACTOR may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

If necessary, the head of the Federal agency may waive this prohibition in the public interest.

## **16. INDEPENDENT CAPACITY**

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

## **17. INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act 17 U.S.C. § 101, et seq., and shall be owned by the AGENCY. Where federal funding is involved, the awarding federal agency may have a proprietary interest in patent rights to any inventions that are developed by the CONTRACTOR as provided in 35 U.S.C. §§ 200-212 and 37 CFR part 401 and retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

CONTRACTOR acknowledges that in accordance with 40 CFR 30.36 and 31.34, EPA has the rights to reproduce, publish, use, and authorize others to 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.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

In the event the materials are not considered "works for hire" under the U.S. Copyright laws CONTRACTOR shall grant AGENCY, and any federal entity which provided federal funds used in this contract, retain 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.

Material which CONTRACTOR uses to perform the contract but is not created for or paid for by AGENCY is not "work made for hire"; however, CONTRACTOR grant the AGENCY a nonexclusive, royalty-free, irrevocable license to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display, provided that such license shall be limited to the extent which CONTRACTOR has a right to grant such a license to use this material for AGENCY internal purposes at no charge to AGENCY.

## **18. INTERNATIONAL TRAVEL (including Canada) – FOR FEDERAL FUNDED AGREEMENTS ONLY**

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

## **19. LIGHT REFRESHMENTS and/or MEALS**

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:

- 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.

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

## **20. LOBBYING PROHIBITED**

- a. By signing this contract, CONTRACTOR agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying, 31 U.S.C. § 1352, and 40 CFR Part 30 if applicable. CONTRACTOR shall include the language of this provision in subcontracts that exceed \$100,000 of federal funds and require all subcontractors to certify and disclose accordingly.



- b. No Federal appropriated funds shall be paid by or on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- c. If this contract includes federal funds exceeding \$100,000, CONTRACTOR shall sign and submit to AGENCY Exhibit D, Attachment 2, PSP Certification Regarding Lobbying (based on EPA Form 6600-06 (Rev. 06/2008). If CONTRACTOR signed and submitted the PSP Certification Regarding Lobbying form during the procurement process for this contract it is not necessary to resubmit the certification.
- d. If CONTRACTOR expends non-federal funds in any amount to lobby as detailed in a., above, CONTRACTOR shall complete and submit to Standard Form LLL (Rev. 4/2012), Disclosure of Lobbying Activity. The form can be found at:  
[http://www.epa.gov/ogd/AppKit/form/sflllin\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf).

## 21. LOBBYING AND LITIGATION

### a. All recipients

- i. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii. The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- iii. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iv. Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v. Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

## 22. NONDISCRIMINATION and DISADVANTAGED BUSINESS ENTERPRISES

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

## 23. PAYMENT TO CONSULTANTS

EPA will limit its participation in salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipients' contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly

rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.369j), as applicable, for additional information.

As of January 1, 2022, the limit is \$675.84 per day \$84.48 per hour.  
(Calculations: 2022 Level IV Executive Schedule annual pay = \$176,300 / 2087 = \$84.48 per hour or \$675.84 per day).

## **24. PROJECT APPROVAL**

The quality, extent and character of any and all work, deliverables and/or services to be performed under this agreement by the CONTRACTOR shall be subject to the review and approval of the AGENCY through the Project Manager or other designated official. In the event that the AGENCY determines, that any work, deliverable, and/or service performed by the CONTRACTOR is unsatisfactory, the AGENCY may withhold reimbursement for the unsatisfactory work performed by the CONTRACTOR or require that the CONTRACTOR remediate their work product to get it to the satisfaction of the AGENCY. Such approval and satisfaction not be unreasonably withheld. The Parties may agree in the Statement of Work to specific approval, acceptance, and/or remediation terms. If the Statement of Work is silent on this topic, the Disputes provision, above, will govern the resolution process.

## **25. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. CONTRACTOR shall retain such records for a period of six years following the date of final payment.

At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If this contract exceeds \$100,000 and any portion of the funding source is federal, the federal funding agency, the Comptroller General of the United States, or any duly authorized representatives shall have access to books documents, papers, and records of CONTRACTOR directly pertinent to this contract for purpose of making audits, examination, excerpts and transcriptions (40 CFR 30.48(d)).

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

## **26. RECYCLED PAPER**

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), Sub-Recipient agrees to use recycled paper and double sided printing for all reports which are prepared as part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on

forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

## **27. RESPONSIBILITIES OF THE PARTIES**

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any negligent act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

## **28. SEVERABILITY**

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

## **29. STATE GRANT CYBERSECURITY**

(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 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.

(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.

## **30. SUBCONTRACTING**

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the agency for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts

## **31. TERMINATION DUE TO FUNDING**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions. Agency will reimburse CONTRACTOR for all expenses incurred, including non-cancelable expenses, up until the date of termination.

## **32. TERMINATION FOR CAUSE**

If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **33. TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for the performance rendered or costs incurred, including NON-CANCELABLE expenses, in accordance with the terms of this Agreement prior to the effective date of termination.

### **34. TREATMENT OF ASSETS**

- a. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- b. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- c. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- d. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- e. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract.
- f. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

### **35. UTILIZATION OF DIVERSE BUSINESSES**

The State of Washington works towards providing the maximum practicable opportunity for small and diverse businesses in the performance of all State contracts. Contractor shall use genuine efforts to utilize race- or gender-neutral means to allow opportunities for small and diverse businesses to participate in subcontracts, where participation opportunities are present. Contractor shall make genuine efforts to ensure all available business enterprises, including small and diverse businesses, have equal opportunity for participation which might be presented under this Agreement.

### **36. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

**EXHIBIT B -  
STATEMENT OF WORK**

**Title: Whatcom County LIO – FFY 2023-2025 Funding**

The CONTRACTOR shall report in writing, delays, or adverse conditions that will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed by PSP to resolve the situation.

LIO Scope of Work FFY2023-2025

Task 1: Organize, Support, Administer, Facilitate, and Coordinate a Local Integrating Organization

The local integrating organization (LIO) is responsible for organizing and supporting a diverse<sup>1</sup> committee of representatives to discuss and make recommendations related to planning and implementing the Action Agenda, local ecosystem recovery planning, and LIO Plan implementation interests. The Partnership will support the LIO through Ecosystem Recovery Team liaison participation at LIO meetings as the Partnership budget allows. The LIO shall maintain sufficient administration, facilitation, and coordination capacity to support the ongoing goals and objectives of a LIO. (Recommended range \$20-40K/year)

- Subtask 1.01 Maintain a local point of contact for the LIO.
- Subtask 1.02 Serve as an agent for diverse local engagement and coordination in the LIO.
- Subtask 1.03 Arrange regular LIO meetings, prepare agendas, and facilitate meetings.
- Subtask 1.04 Maintain publicly available website with up-to-date information about the LIO, including notice of meetings, agendas, summary notes, and/or opportunities for content review, along with overarching mission and vision of LIO.
- Subtask 1.05 Participate in the following regional meetings, including:
  - Monthly, virtual meetings (1-2 hrs/month)(example caucus hour, forum etc)
  - Quarterly LIO coordinator meetings (3 virtual, 1 in-person). Quarterly meetings held in advance of Ecosystem Coordination Board.
    - October 18, 2022 (ECB scheduled for 11/3/2022)
    - 2023-25 Quarterly dates TBD (dependent on ECB calendar finalized in Dec)
  - Up to 12 hours (annually) of additional conference calls or web-based meetings requested by the Partnership.
  - Annual LIO Showcase (2 hours/year)
- Subtask 1.06 Coordinate with the salmon recovery Lead Entity(ies):
  - Integrate Lead Entity topics in the WRIA 1 Management Team and WRIA 1 Watershed Management Board meeting agendas, as appropriate, and incorporate in other integrated planning processes under the WRIA 1/Whatcom LIO.

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<sup>1</sup> Diversity(noun): Describes the presence of differences within a given setting, collective or group. An individual is not diverse, but instead, a person can be considered unique. Diversity is about a collective or a group and exists in relationship to others. A team, an organization, a family, a neighborhood, and a community can be diverse. A person can bring diversity of thought, experience, and trait, seen and unseen, to a team –and the person is still an individual. (From Puget Sound Partnership DEI Policy Paper (2021)

- *Optional: Work in coordination with BIL-funded PSP Strategic Funding Team to tee up high priority salmon/ecosystem lines of work drawn from Action Agenda strategies*

**Subtask 1.07** Rotating the Management Conference Local Forums:  
Coordinate, plan, and co-host local forum as part of the Ecosystem Coordination Board and/or Leadership Council Rotating the Management Conference (only as [applicable](#)).

- The LC meets four times each year, with two (~June and ~Sept) of these meetings being two-day meetings. The LC will allocate a portion of one day to host a ‘local forum’ with local leadership, including LIO and LE leadership and committee members, to address the intersection of local and regional recovery priorities. Whatcom LIO is scheduled for LC in September 2024. Time will be allocated for planning and coordinating the local forum including collaborating with PSP Board staff, LC members and other LIO Coordinators where appropriate.
- Work with LIO Teams (Management Team, Staff Teams), PSP Board staff, and Partnership ERC to continue to support local forum outcomes.

**Subtask 1.08** Engage ECB Representative  
Prior to each Ecosystem Coordination Board meeting, engage the LIO ECB representative regarding issues and priorities of the LIO. Encourage ECB representative engagement in Action Agenda discussions held at ECB meetings. Review [ECB-LIO Expectations document](#) for details.

- Assist LIO in the process to nominate the LIO’s Ecosystem Coordination Board representative and alternate ECB representative.

**Subtask 1.09** Work in coordination with BIL-funded PSP Strategic Funding Team to support ongoing goals and objectives of LIO. Coordinate with regional and other local partners. *(Expected 10-20hrs/month)*

**Subtask 1.10** Tribal Nations and LIOs  
Search out and support opportunities for non-tribal LIO staff and committee members to understand treaty and sovereign rights of tribal nations.

**Task 1 Deliverables and Expected Activity Timeframes**

Subtask	Deliverable	Year 1				Year 2				Year 3			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1.01	▪ Meet regularly with assigned ERC to discuss issues of the LIO	X	X	X	X	X	X	X	X	X	X	X	X
1.02	▪ Update name, organizational affiliation, contact information, and committee(s) role of each LIO member in MiradiShare. Notify ERC when there is a change to participation.	As applicable				As applicable				As applicable			
1.03	▪ Develop and distribute summary	X	X	X	X	X	X	X	X	X	X	X	X

	<p>notes and materials to LIO committees</p> <ul style="list-style-type: none"> <li>Submit LIO committee meeting materials including agendas and other meeting materials (via Box contract folder).</li> </ul>												
1.04	<ul style="list-style-type: none"> <li>Provide link to LIO publicly-available website to the Partnership and describe updates to the website in quarterly progress reports.</li> </ul>	X	X	X	X	X	X	X	X	X	X	X	X
1.05	<ul style="list-style-type: none"> <li>Attendance at meeting as reflected on the attendance sheets and summaries written by Partnership staff.</li> <li>Submit presentation for annual LIO Showcase to Partnership in advance of showcase and upload to Box deliverables folder</li> </ul>	X	X	X	X	X	X	X	X	X	X	X	X
1.06	<ul style="list-style-type: none"> <li>Describe current state of coordination with salmon recovery lead entity in first quarterly progress report.</li> <li>Provide agendas and relevant materials associated with LE topics</li> </ul>	X				X				X			
1.07	<ul style="list-style-type: none"> <li>Provide Partnership draft and final agenda topics and descriptions following the LC local forum.</li> <li>Provide meeting notes and agendas associated with LIO planning for Leadership Council forum.</li> <li>Attendance and outcome of LC Forum reflected on the attendance sheets and summaries written by PSP staff.</li> <li>In progress report, describe in detail how coordinator and/or LIO committees are supporting local forum outcomes and/or any challenges associated in pursuit of local forum outcomes</li> </ul>	As applicable				Scheduled to host Leadership Council in Fall 2024				As applicable			
1.08	<ul style="list-style-type: none"> <li>Communicate to ERC the status of the ECB representative (ex-officio and/or action area rep)</li> </ul>	X	X	X	X	X	X	X	X	X	X	X	X

	<p>communications. Describe successes and/or challenges in quarterly progress report.</p> <ul style="list-style-type: none"> <li>Communicate ECB nomination to Partnership via letter or email, and upload copy of such email or letter in Box contract folder</li> </ul>												
1.09	<ul style="list-style-type: none"> <li>Attendance at meeting as reflected on the attendance sheets and summaries written by Partnership staff.</li> <li>In quarterly progress reports, report on work with LIO committees, BIL-funded PSP Strategic Funding Team, and/or others that identifies, develops lines of work, and targets BIL and other funding sources</li> <li>Upload to Box folder any final materials associated with this work</li> </ul>	X	X	X	X	X	X	X	X	X	X	X	X
1.10	<ul style="list-style-type: none"> <li>Report any tribal engagement learning efforts or discussions for the LIO in quarterly progress reports</li> </ul>	As applicable				As applicable				As applicable			

Task 2: Advance Implementation of the 2022-2026 Action Agenda and support preliminary development of 2026-2030 Action Agenda.

LIOs serve an important role in coordinating the identification, prioritization, and implementation of local priorities identified in the Puget Sound Action Agenda. Work under this task is related to advancing Puget Sound recovery through local implementation of the current Action Agenda’s strategies and actions, local Ecosystem Recovery Plans, and preliminary concept scoping and process development for the 2026-2030 Action Agenda. (Recommended range \$25-45K/year)

- Subtask 2.01 Coordinate and catalyze implementation of the 2022-2026 Action Agenda. This includes activities such as:
- Educate committees and local partners about Action Agenda content, its importance, and what it means for local partners.
  - Support LIO committees and LIO members in advancing implementation of strategies in the Puget Sound Action Agenda.
  - Work with committees to determine role that individual committee members and the LIO as a collaborative forum can play to catalyze action toward the Action Agenda’s implementation
  - Facilitate updates, workshop-style agenda items, and/or presentations from committee members and other partners that serve to support or advance Action Agenda strategies and actions.



- Work in coordination with the ERCs and BIL-funded PSP Strategic Funding Team to identify and elevate lines of work (ex. programs, projects, initiatives) aligned with the Action Agenda and BIL funding goals. (See also Subtask 1.09)
- Subtask 2.02 Coordinate local contributions and content to adaptively manage the 2022-2026 Action Agenda. In coordination with the Partnership (*Maximum 40hrs/yr*)

- Participate in the After-Action Review for the 2022-2026 Action Agenda.
- Support the development and application of Action Agenda Progress Indicators, including: providing input on indicator design, indicator action plans, and/or target-setting; engaging in topical working groups for indicator development; connecting to local experts or local data; and participating in workshops or other adaptive management activities.
- Coordinate local committees and teams’ contributions to the adaptive management process for the 2022-2026 Action Agenda that may be identified in addition to the previous bullets.

Subtask 2.03 In coordination with the Partnership, support preliminary concept scoping and process development for 2026-2030 Action Agenda update. (*Oct 2024 -Sept 2025, max. 80 hrs*)

- Using the community engagement plan created in response to the Healthy Environments for All (HEAL) Act (SB 5141), use appropriate protocols for engaging the local community in this process, with Partnership support. The [HEAL Act](#) is Washington’s first environmental justice (EJ) legislation, and PSP is named one of the mandated agencies.
- Coordinate local committee input on preliminary concept scoping and development for the 2026-2030 Action Agenda update.

Subtask 2.04 Contribute to [LIO Coordinator Collective Project](#) (annually).

- Develop and/or review coordinator proposals and contribute to refinement and decision for annual coordinator project
- Support moving previous year(s)’ project outcomes forward through relevant work of LIO
- Participate in coordinator subcommittee for project development if/when applicable to priorities of the LIO.

**Task 2 Deliverables and Expected Activity Timeframes**

Subtask	Deliverable	Year 1				Year 2				Year 3			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
2.01	Upload all deliverables to Box contract folder with quarterly progress reports or monthly with invoices. <ul style="list-style-type: none"> <li>▪ Describe any education activities related to Action Agenda promotion (include any relevant materials)</li> </ul>	X	X	X	X	X	X	X	X	X	X	X	X

	<ul style="list-style-type: none"> <li>Describe how LIO (as forum) and LIO committee members discussed role related to Action Agenda</li> <li>Upload presentation/workshop materials associated with this subtask</li> </ul>												
2.02	<ul style="list-style-type: none"> <li>Participate in After Action Review and upload any LIO specific materials (TBD, may include comments, survey, or other mechanisms))</li> <li>Describe any work with progress indicators, as relevant</li> </ul>	As relevant				As relevant				As relevant			
2.03	<ul style="list-style-type: none"> <li>Describe Participation in Action Agenda 2026-2030 preliminary scoping efforts (Oct 2024 forward)</li> <li>Describe how HEAL guidelines were used to support local community in engagement process.</li> <li>Upload any relevant materials to Box and notify ERC</li> </ul>	n/a							X	X	X	X	X
2.04	<ul style="list-style-type: none"> <li>Upload project proposal (if your LIO is proposing a project)</li> <li>Attendance and voting record as reflected on attendance and voting record written by Partnership staff</li> <li>Describe how LIO will move outcomes forward, if relevant to local priorities (progress report)</li> <li>Attendance at sub meetings as reflected on the attendance sheets and summaries written by Partnership staff (if relevant)</li> </ul>	X	X	tbd	tbd	X	X	tbd	tbd	X	X	tbd	tbd

Task 3: Performance Management

The LIO shall report on progress toward sub-tasks and deliverables through a quarterly progress report provided to the Partnership by the following dates:

<b>YEAR</b>	<b>Q4</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>
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<b>2023</b>	<b>January 17 (Tues)</b>	<b>April 17 (Mon)</b>	<b>July 17 (Mon)</b>	<b>Sept 30 (Sat)</b>
<b>2024</b>	<b>January 16 (Tues)</b>	<b>April 15 (Mon)</b>	<b>July 15 (Mon)</b>	<b>Sept 30 (Mon)</b>
<b>2025</b>	<b>January 15 (Wed)</b>	<b>April 15 (Tues)</b>	<b>July 15 (Tues)</b>	<b>Sept 30 (Tues)</b>

The LIO fiscal agent shall provide **monthly** invoices with brief explanations of activities. The final invoice and progress report due on September 30, 2025. These reports (progress reports and invoices) will be used by the Partnership for the Financial Ecosystem Assessment Tracking system (FEATs), NEPORT, NEP Atlas, other reporting needs, and to show how LIOs are advancing their plans locally and regionally. *(Recommended range \$10-20K/year)*

Subtask 3.01 Send completed contract progress reports by Task (1-5) on a **quarterly** basis (see table above) to the Partnership (contract manager and upload to Box contract folder) using the Partnership-provided reporting formats *(i.e. progress report template)*.

Subtask 3.02 Send billing summary by Task (1-5) and proof of expenditure for grant activities on a **monthly** basis (on or before the 15<sup>th</sup> of each month) to the Partnership’s [pspfiscal@psp.wa.gov](mailto:pspfiscal@psp.wa.gov) email address and contract manager, using the Partnership-provided reporting formats *(i.e. the “Paypack” document)*.

Subtask 3.03 General Contract Management and Support: Work with fiscal agent, contract manager and Partnership contract manager to make amendments, administrative memos, review future contract SOW’s (FFY 2025) and other contract management administrative tasks.

**Task 3 Deliverables and Expected Activity Timeframes**

Subtask	Deliverable	Year 1				Year 2				Year 3			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
3.01	<ul style="list-style-type: none"> <li>Send progress reports by task and associated deliverables on a quarterly basis to the Partnership (via email to ERC and upload to Box Deliverables folder) using the Partnership-provided reporting formats <i>(i.e. progress report template)</i>.</li> </ul>	X	X	X	X	X	X	X	X	X	X	X	X
3.02	<ul style="list-style-type: none"> <li>Send billing summary by task, and proof of expenditure for grant activities monthly to the Partnership using the Partnership – provided reporting formats <i>(i.e. the “Paypack” document)</i>.</li> <li>Work through June 30 must be invoiced by mid July.</li> <li>Final billing invoice for work through Sept 30 due by October 31.</li> </ul>	X	X	X	X	X	X	X	X	X	X	X	X
3.03	<ul style="list-style-type: none"> <li>Support timely development and processing of subcontracts,</li> </ul>	As needed				As needed				As needed			

	amendments, and other contract support as needed			
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Task 4: Support Adaptive Management and Communication of LIO Ecosystem Recovery Plans

The LIO shall manage revisions and communicate LIO Plan content in coordination with local and regional partners. Adaptively managing and strategically communicating the LIO Plan engenders confidence in local and regional decision makers that there are well defined problems in Puget Sound at the LIO scale; that LIOs know what to do to address them; the LIO knows which partners to engage and for what purpose; and that LIO work is well integrated into an overall strategy for Puget Sound Recovery. The Plan serves as a longer-term strategic framework from which the Partnership and other partners can produce a variety of products associated with planning and communicating Puget Sound recovery goals, strategies, outcomes, barriers, and solutions. (Recommended range \$10-30K/year)

Subtask 4.01 Update and adaptively manage LIO Plan using Conservation Standards in mutually agreed upon tbd format (Miradi/AA Explorer/PS Info/other) (with support from Partnership & SIL staff)

- Participate in **up to 10-20 hours (annually)** of Partnership supported workshops, coaching, and/or trainings for Conservation Standards and/or Miradi trainings.
- Work with relevant committees or boards on LIO Plan updates and approvals as applicable. *(ongoing)*

**Example activities for adaptive management include:** It is anticipated that the areas highlighted in bold will be the LIO emphasis over the next three years.

- **Develop lines of work (projects, programs, initiatives) supporting LIO and AA strategies**
- **Update LIO Plan barriers and gaps**
- Incorporate new and revised Vital Sign Targets and indicators
- **Integrate updated Implementation Strategy components**
- Incorporate Action Agenda desired outcomes and their associated progress indicators and targets
- Incorporate consideration of Program Targets
- **Incorporate ongoing programs**
- **Track LIO Plan implementation progress**
- **Work with SIL(s) to integrate LIO Plan and IS content**
- Work with the relevant LE coordinator to incorporate updated priorities and/or strategies from adaptively managed or updated salmon recovery chapters into LIO Plan. *(ongoing)*
- Begin or continue integration of human wellbeing, climate change, equity and environmental justice into the LIO Plan. *(ongoing)*
- With Partnership support, begin to include alternative future scenarios into LIO planning. For example, consider how alternative trajectories of climate change and population growth (i.e. alternative scenarios) affect current day planning (*expected for late 2023 or 2024*)

Subtask 4.02 Develop and distribute a LIO Plan progress report to the LIO committees and the Partnership 1x a year.

Subtask 4.03 Review materials and provide feedback and/or input on needed materials for [Puget Sound Info platform](#) and/or Action Agenda Explorer, as requested by the Partnership.

(max. 25 hrs/yr)

- The Partnership will work closely with LIO coordinator to ensure that local pages (~1-3) are accurate and up to date.
- Review and provide feedback on new PS Info platform and AA Explorer elements

**Task 4 Deliverables and Expected Activity Timeframes**

Subtask	Deliverable	Year 1				Year 2				Year 3			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
4.01	<ul style="list-style-type: none"> <li>▪ Provide description of priority adaptive management activities for 2022-2025 in quarterly progress report</li> <li>▪ Provide description of participation in workshops, coaching, etc. in progress report</li> <li>▪ Track, update and report changes (including reason for change) to the Partnership on the LIO Ecosystem Recovery Plan and project file in Miradi (i.e. briefly note if changes were made in Miradi in quarterly progress report).</li> </ul>	X	X	X	X	X	X	X	X	X	X	X	X
4.02	<ul style="list-style-type: none"> <li>▪ Upload LIO Plan progress report to Box contract folder, distribute the progress report to committee/board via email or during meetings with the proposed discussion questions for future LIO meetings.</li> </ul>	1x/year				1x/year				1x/year			
4.03	<ul style="list-style-type: none"> <li>▪ In quarterly progress report, briefly describe if any PS Info, and/or Action Agenda Explorer online materials were reviewed.</li> </ul>	X	X	X	X	X	X	X	X	X	X	X	X

[Task 5: Tailor LIO coordination to Implement the Action Agenda and Support Unique Vision and Goals of LIO](#)

The Partnership is enthusiastic to invest and empower LIOs for the continued implementation and adaptive management of the Action Agenda and LIO Plans. Ultimately, ecosystem recovery goes beyond single actions and is addressed in ongoing programs and other avenues of local and regional influence in decision making. Sustainable ecosystem recovery and protection requires a socio-political and cultural shift that incorporates nature’s contributions to people. LIOs are powerful networks that recognize the local nuance of these elements and are the heart of driving the changes necessary to pursue them. This task enables LIOs to pursue the individual goals and vision that are unique to their LIO.

**In addition to the required Tasks 1-4 described above, the LIO is asked to choose two or more additional “tailored enhanced” Task 5 subtasks for advancement of the LIO Plan and Action Agenda in their geography.**

This section includes subtasks that fulfill the following objectives:

- Supports an individual LIO’s vision and effort for meaningful engagement in Puget Sound Recovery system including the Action Agenda and Implementation Strategies
- Supports greater coordination and efficiency to achieve real-world outcomes
- Supports the integration of salmon recovery priorities
- Aligns with Action Agenda and the Implementation Strategies

**LIOs will need to work with their Partnership contract manager to develop deliverables with associated outputs and outcomes with this portion of the coordination grant.  
(Not to exceed \$70K/year)**

All travel reimbursements and stipends must adhere to Washington OFM policies on travel<sup>2</sup>. They must also adhere to the EPA general terms and conditions of the grant<sup>3</sup>

**Subtask 5.01 Regional Planning and Coordinating Group Participation**

Support LIO participation in regional planning and coordinating groups to offer local expertise and build awareness and consideration of local priorities. This work should prioritize *but is not limited* to Action Agenda related external working groups for engagement.

- Provide coordination support to a designated LIO Committee Member participating in the regional Transboundary Ad Hoc Caucus. This coordination support is a follow-up to the actions presented to the ECB on the Transboundary Coordination topic presented at the May 2022 ECB Whatcom LIO Forum.

**Subtask 5.03 Catalyze implementation of high priority public engagement, awareness raising, behavior change, incentive, and/or compliance projects and programs identified in the LIO Plan and/or Action Agenda.**

- Support Whatcom Watersheds Information Network, which served as the Whatcom ECO Net, through funding capacity for LIO representatives to coordinate with WWIN on outreach, communication, and education actions that support implementation of LIO strategies including those identified in the LIO Plan, WRIA 1 Watershed Management Board (WMB) work plan, WRIA 1 Salmon Recovery Plan, and others as identified through the WRIA 1 WMB teams. WWIN work plan activities that provide opportunities to support LIO strategies include Whatcom Water Week planning and support and Speaker Series Events and Forums.
- Work with WRIA 1 WMB Staff and Management Teams to identify and implement outreach and education activities aligned with the LIO Plan, WRIA 1 WMB work plan, and/or WRIA 1 Salmon Recovery Plan **AND** 2022-2026 Action Agenda (consider Action Agenda institutional strategies D and E) and provide seed funds (not to exceed

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<sup>2</sup> OFM travel policies and resources: <https://ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm>  
<https://ofm.wa.gov/accounting/administrative-accounting-resources/travel>

<sup>3</sup> EPA General terms and conditions: [https://www.epa.gov/sites/production/files/2019-05/documents/fy\\_2019\\_epa\\_general\\_terms\\_and\\_conditions\\_effective\\_october\\_1\\_2018\\_or\\_later.pdf](https://www.epa.gov/sites/production/files/2019-05/documents/fy_2019_epa_general_terms_and_conditions_effective_october_1_2018_or_later.pdf)

Title: Whatcom County LIO – FFY 2023-2025 Funding (\$20k/year). Considerations for this work include addressing salmon recovery outreach needs associated with recreation, land use, and other strategies, and a salmon summit that focuses on restoration activities and effectiveness.

**Subtask 5.04 Contribute to Barriers Removal**

Facilitate removal and/or reductions of LIO priority barriers to ecosystem recovery using coordination and capacity. *(LIOs can identify, further define, prioritize, and develop actions to address barriers and/or gaps through Task 4.01)*

1. In year one, Coordinator will work with LIO committees to identify, evaluate, and prioritize options for addressing and removing barriers to implementation. Evaluation and prioritization efforts should include thoroughly reviewing existing local and regional barriers (reference LIO synthesis 2.0, Continuous Improvement lists) and any associated efforts to address those barriers. The year one work will determine whether or how this subtask would be pursued in Years 2 and 3.
2. Participate in regional efforts (if available and relevant) targeting identified priority barrier (ex: MART, Align group, others)
3. If barrier is specific to only LIO geography, determine, alongside committees, how LIO would like to address the barrier using the following options:
  - allocate capacity funds to investigate and develop solutions to the barrier. This may include funding a workshop with relevant partners, hiring a subcontractor to thoroughly investigate the root of the barrier, feasible solutions, and necessary change makers
  - elevate and request support in regional forums to support barrier removal
  - removing barrier itself using capacity funds. Work in close coordination with your Partnership contract manager to determine limitations of barrier removal and capacity funds. Examples may include:
    - Complete feasibility and preliminary design
    - Complete inventories and/or assessments
    - Complete planning strategy
    - Secure partnership agreements or memorandums necessary

**Subtask 5.05 Pursue Funding for 2022-2026 Action Agenda Implementation**

Support Action Agenda implementation by building LIO capacity to compete for project funding efficiently and effectively.

*Any bulleted item may occur independently without the others. If separate subcontract is required, copy should be provided to the Partnership by the LIO fiscal agent.*

- Funding for staff and/or consultant to carry out activities that can include:
  - developing a sequenced list of projects for funding
  - cost-benefit-analysis of the projects to demonstrate the value to funders/the community or other related communications materials
  - leveraging opportunities analysis to identify and target funding gaps
  - strategic development of grant proposals and match the project with the appropriate funding source(s) to advance 2022-2026 Action Agenda implementation.
  - Support grant coordinator for LIO geography to ensure coordinated funding, match, and to create attractive bids for contractors

- Implement through adaptive management the WRIA 1 Integrated Funding Strategy developed under FFY2022 LIO Coordination Grant.
- Work in coordination with BIL-funded PSP Strategic Funding Team

**Task 5 Deliverables and Expected Activity Timeframes**

Subtask	Deliverable	Year 1				Year 2				Year 3			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
5.01	<p>Regional Planning and Coordinating Group Participation</p> <ul style="list-style-type: none"> <li>▪ In quarterly progress reports, briefly describe participation of the LIO and any challenges or successes as part of this participation. Briefly describe how participation is shared and discussed with LIO committees/Boards.</li> <li>▪ Upload to deliverables folder on Box any finalized materials relevant to this subtask (this may include subcontracts, agendas, presentation materials, letters, among other items)</li> </ul>	x	x	x	x	x	x	x	x	As applicable			
5.03	<p>Support Behavior Change</p> <ul style="list-style-type: none"> <li>▪ In quarterly progress report, provide description of how local outreach network is aligning with LIO Plan</li> <li>▪ Upload to deliverables folder on Box any finalized materials relevant to this subtask (this may include subcontracts, agendas, presentation materials, letters, among other items)</li> </ul>	x	x	x	x	x	x	x	x	x	x	x	x
5.04	<p>Contribute to Barriers Removal</p> <ul style="list-style-type: none"> <li>▪ In quarterly progress report, provide detailed description of work toward sub task</li> <li>▪ Upload to deliverables folder on Box any finalized materials relevant to this subtask (this may include subcontracts, agendas, presentation materials, letters,</li> </ul>				x	x	x						



	among other items)												
5.05	Pursue Funding for 2022-2026 Action Agenda Implementation <ul style="list-style-type: none"> <li>▪ In quarterly progress report, provide detailed description of work toward sub task</li> <li>▪ Upload to deliverables folder on Box any finalized materials relevant to this subtask (this may include subcontracts, agendas, presentation materials, letters, grant applications, among other items)</li> </ul>	x	x	x	x	x	x	x	x	x	x	x	x

PROGRAM SPECIFIC REQUIREMENTS/NARRATIVE

**Staffing Requirements:** The PSP Executive Director or designee must approve project personnel changes.

**EXHIBIT C -  
Budget & Billing Procedures**

**Title: Whatcom County LIO – FFY 2023-2025 Funding**

CONTRACT: 2023-18 (Yr 1 Budget)															
PROJECT TITLE: WHATCOM COUNTY LIO - FFY 2023-2025															
	Job Classification	UNIT	RATE	TASK 1		TASK 2		TASK 3		TASK 4		TASK 5		TOTAL	
				UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST
SALARY COST	Planner I	HR	\$40.06	0	\$0	0	\$0	75	\$3,005	0	\$0	80	\$3,205	155	\$6,209
<b>TOTAL SALARY</b>					\$0		\$0	75	\$3,005		\$0	80	\$3,205	155	\$6,209
BENEFITS	Planner I	HR	74%		\$0		\$0		\$2,223		\$0		\$2,372		\$4,595
<b>TOTAL BENEFITS</b>					\$0		\$0		\$2,223		\$0		\$2,372	0	\$4,595
SUBCONTRACTS			\$ -		\$0		\$0		\$0		\$0		\$0		\$0
TBD SUBCONTRACTOR SUBTASK 5.03 OUTREACH (SEED MONEY)			\$ -		\$0		\$0		\$0		\$0		\$5,000		\$5,000
TBD SUBCONTRACTOR (IMPLEMENTING FUNDING STRATEGY (SUBTASK 5.05))			\$ -		\$0		\$0		\$0		\$0		\$30,000		\$30,000
<b>Contracted Coordinator</b>					\$43,200		\$13,120		\$2,980		\$7,520		\$10,080		\$76,800
Salaries, Benefits					\$43,200		\$13,120		\$2,980		\$7,520		\$10,080		\$76,800
Travel	mileage R/T	MILE	\$0.63		\$113		\$0		\$0		\$0		\$2,283		\$113
Supplies			\$ -		\$0		\$0		\$0		\$0		\$2,283		\$2,283
<b>TOTAL SUBCONTRACTORS</b>					\$43,313		\$13,120		\$2,980		\$7,520		\$47,363		\$114,196
<b>TOTAL COSTS</b>					\$43,313		\$13,120		\$8,108		\$7,520		\$52,939		\$125,000

CONTRACT: 2023-18 (Yr 2 Budget)															
PROJECT TITLE: WHATCOM COUNTY LIO - FFY 2023-2025															
	Job Classification	UNIT	RATE	TASK 1		TASK 2		TASK 3		TASK 4		TASK 5		TOTAL	
				UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST
SALARY COST	Planner I	HR	\$40.06	0	\$0	0	\$0	75	\$3,005	0	\$0	80	\$3,205	155	\$6,209
<b>TOTAL SALARY</b>					\$0		\$0	75	\$3,005		\$0	80	\$3,205	155	\$6,209
BENEFITS	Planner I	HR	74%		\$0		\$0		\$2,223		\$0		\$2,372		\$4,595
<b>TOTAL BENEFITS</b>					\$0		\$0		\$2,223		\$0		\$2,372	0	\$4,595
SUBCONTRACTS			\$ -		\$0		\$0		\$0		\$0		\$0		\$0
TBD SUBCONTRACTOR FOR SUBTASK 5.03 OUTREACH			\$ -		\$0		\$0		\$0		\$0		\$5,000		\$5,000
TBD SUBCONTRACTOR FOR SUBTASK 5.04 (based on Year 1)													\$10,000		\$10,000
TBD SUBCONTRACTOR (IMPLEMENTING FUNDING STRATEGY (SUBTASK 5.05))			\$ -		\$0		\$0		\$0		\$0		\$15,000		\$15,000
<b>Contracted Coordinator</b>					\$51,200		\$13,120		\$2,980		\$6,160		\$8,160		\$81,520
Salaries, Benefits					\$51,200		\$13,120		\$2,980		\$6,160		\$8,160		\$81,520
Travel	mileage R/T	MILE	\$0.63		\$113		\$0		\$0		\$0		\$2,563		\$113
Supplies			\$ -		\$0		\$0		\$0		\$0		\$2,563		\$2,563
<b>TOTAL SUBCONTRACTORS</b>					\$51,313		\$13,120		\$2,980		\$6,160		\$40,723		\$114,196
<b>TOTAL COSTS</b>					\$51,313		\$13,120		\$8,108		\$6,160		\$46,289		\$125,000

Exhibit C  
Budget & Billing Procedures  
Title: Whatcom County LIO – FFY 2023-2025 Funding

CONTRACT: 2023-18 (Yr 3 Budget)															
PROJECT TITLE: WHATCOM COUNTY LIO - FFY 2023-2025															
	Job Classification	UNIT	RATE	TASK 1 Organize, Support, Administer, Facilitate, and Coordinate a Local Integrating Organization		TASK 2 Advance Implementation of the 2023-2026 Action Agenda and support preliminary development of 2026-2030 Action Agenda.		TASK 3 Performance Management		TASK 4 Support Adaptive Management and Communication of LIO Ecosystem Recovery Plans		TASK 5 Tailor LIO coordination to Implement the Action Agenda and Support Unique Vision and Goals of LIO		TOTAL	
				UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST
SALARY COST	Planner I	HR	\$40.06	0	\$0	0	\$0	75	\$3,005	0	\$0	80	\$3,205	155	\$6,209
<b>TOTAL SALARY</b>					\$0		\$0	75	\$3,005		\$0	80	\$3,205	155	\$6,209
BENEFITS	Planner I	HR	74%		\$0		\$0		\$2,223		\$0		\$2,372		\$4,595
<b>TOTAL BENEFITS</b>					\$0		\$0		\$2,223		\$0		\$2,372	0	\$4,595
SUBCONTRACTS			\$ -		\$0		\$0		\$0		\$0		\$0		\$0
TBD SUBCONTRACTOR FOR SUBTASK 5 03 OUTREACH			\$ -		\$0		\$0		\$0		\$0		\$5,000		\$5,000
TBD SUBCONTRACTOR FOR SUBTASK 5 04 (based on Year 2)													\$10,000		\$10,000
TBD SUBCONTRACTOR IMPLEMENTING FUNDING STRATEGY (SUBTASK 5 05)			\$ -		\$0		\$0		\$0		\$0		\$15,000		\$15,000
Contracted Coordinator															\$0
Salaries, Benefits					\$44,820		\$19,754		\$2,988		\$6,391		\$7,968		\$81,921
Travel	mileage R/T	MILE	\$0.63		513										\$113
Supplies			\$ -		\$0		\$0		\$0		\$0		\$2,162		\$2,162
<b>TOTAL SUBCONTRACTORS</b>					\$44,933		\$19,754		\$2,988		\$6,391		\$40,130		\$114,196
<b>TOTAL COSTS</b>					\$44,933		\$19,754		\$8,216		\$6,391		\$45,706		\$125,000

## BILLING PROCEDURES

The AGENCY shall reimburse the CONTRACTOR upon review and approval of work performed under the scope of this agreement and receipt of properly completed reimbursement requests.

THE AGENCY will pay for work and expenses that occurred within the period of performance. The AGENCY reserves the right to withhold 10% of the payment under each reimbursement request until satisfactory completion of the project. Such satisfaction is not unreasonably withheld.

Payment may be withheld if required work, services, progress reports and/or deliverables are not submitted to the satisfaction of the AGENCY. Such satisfaction not be unreasonably withheld.

The AGENCY may terminate the agreement if the CONTRACTOR fails to comply with any term or condition of this contract.

The AGENCY will pay indirect costs as approved in the budget. The CONTRACTOR may be required to submit a copy of their current federally approved indirect cost rate.

The CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the AGENCY as reimbursable. Such expenses may include airfare (economy or coach class only), other transportation expenses, lodging and subsistence necessary during periods of required travel at the current state reimbursement rates (<http://www.ofm.wa.gov/resources/travel.asp>).

If the CONTRACTOR expends more than the amount of the AGENCY funding in this agreement in anticipation of receiving additional funds from the AGENCY, it does so at its own risk. The AGENCY is not legally obligated to reimburse the CONTRACTOR for costs incurred in excess of the AGENCY's approved budget.

The CONTRACTOR **must** submit a **monthly** invoice voucher or equivalent document to the AGENCY by the 20th of each month for the previous month's billing (e.g. March invoice to be submitted by April 20<sup>th</sup>) **UNLESS** the agreement has been identified as a "deliverable-based" contract with specific due date or special conditions that has been approved by the PSP Project Manager. Contractors must submit invoices within 30 days after the month of completion of deliverables to the PSP Project Manager for "deliverable-based" contracts. Payment for approved goods and/or services will be made by check, warrant or electronic fund transfer (EFT) within 30 days of receipt of the invoice.. The CONTRACTOR must submit invoices for all work done within a fiscal year 30 days after the end of the fiscal year. Invoices shall be paid within 30 days after the final invoice has been submitted.

## BILLING CONDITIONS:

All Contractors/LIOs must submit any budget changes to PSP for sufficient processing time of any amendment execution between PSP and the Contractor/LIO. If information provided does not allow for sufficient processing time, PSP will not adjust or pay for any invoices or billing over the 10% of the total amount listed for each task or subtask even if the added total amounts for those tasks/subtasks does not exceed the total budget.

## BILLING DETAIL

Each invoice voucher or equivalent document submitted to the AGENCY by the CONTRACTOR must include all necessary information for the AGENCY to verify all expenditures. At a minimum, the CONTRACTOR shall specify the following:

1. The PSP contract/agreement number.
2. The time-period during which the services were performed.
3. A description of purchases, work and services performed.
4. Total invoice amount.
5. Expenditure detail based on the approved budget. Supporting documentation must include the same level of detail as the approved budget, such as:

- a. Task Number
  - b. Budget category (personnel, goods/services, subcontractors)
  - c. Number of hours billed, if applicable and
  - d. Hourly rate, if applicable.
6. A receipt must accompany any single expense in the amount of \$50.00 or more.
7. If match is required:
- a. match requirement met during the billing period, and
  - b. cumulative match requirement met
8. A progress report describing the deliverables completed during the reimbursement request period.

The AGENCY shall not process payments if the CONTRACTOR fails to submit the required documentation.

Submit reimbursement requests to:

*Puget Sound Partnership  
Fiscal Unit  
PO Box 40900  
Olympia, WA 98504*

Submit all invoices electronically to [pspfiscal@psp.wa.gov](mailto:pspfiscal@psp.wa.gov)

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed reimbursement request.



**Exhibit D**

PSP Agreement #2023-18

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature and Date of Authorized Representative

PSP form (rev 8/2013) based on EPA form 5500-06 (Rev. 06/2008) Previous editions are obsolete.

## EXHIBIT E

### Puget Sound Partnership SUB-RECIPIENT FEDERAL REQUIREMENTS

Title: Whatcom County LIO – FFY 2023-2025 Funding

#### 1. INTRODUCTION

This Exhibit E contains provisions that are not listed on OMB Standard Form 424B (Rev 4-2012). These provisions apply only to Sub-recipients.

#### 2. AUDIT REQUIREMENTS

Sub-recipient CONTRACTOR shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements), if the CONTRACTOR expends \$750,000 or more in total Federal funds in a fiscal year. The \$750,000 threshold for each year is a cumulative total of all federal funding from all sources. The CONTRACTOR shall forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to AGENCY within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/facweb/>

#### 3. COST PRINCIPLES/INDIRECT COSTS FOR STATE AGENCIES

GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award.

In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements", if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

#### 4. CIVIL RIGHTS OBLIGATIONS

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

#### 5. CYBERSECURITY CONDITION

The subrecipient(s) must comply with the recipient's requirements (section (b) (1) – EPA must ensure that any connections between the recipient' network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure) if the subrecipients 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.

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

CONTRACTOR agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement, contained in 40 CFR, Part

33. CONTRACTOR shall include the following provision in all subcontracts involving use of federal funds:

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

## **7. DRUG FREE WORKPLACE**

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

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

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

## **8. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS**

- a. In order to comply with the FFATA, the Sub-Recipient shall complete the FFATA Data Collection Form (FFATA Data Collection Form, Exhibit E, Attachment 2) and return it to the AGENCY. The AGENCY will report basic agreement information, including the required DUNS number, for all federally-funded agreements at [www.fsr.gov](http://www.fsr.gov). This information will be made available to the public at [www.usaspending.gov](http://www.usaspending.gov). Sub-Recipients who do not have a DUNS number can find guidance at [www.grants.gov](http://www.grants.gov). Please note that AGENCY will not pay any invoices until it has received the completed FFATA Data Collection Form.
- b. To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at [www.dnb.com](http://www.dnb.com).
- c. Any sub-recipient that meets each of the below criteria must also report compensation for its five top executives, using AGENCY's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form if the sub-recipient meets the following criteria:
  - Receives more than \$25,000 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.
  - The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(A) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d) or section 6104 of the Internal Revenue Code of 1986.



See [www.fsr.gov](http://www.fsr.gov) for details of this requirement. If your organization falls into this above category, you must report the required information to AGENCY.

## **9. 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 <https://www.fgdc.gov/>

## **10. INTERNATIONAL TRAVEL (Including Canada)**

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

## **11. LEP (Limited English Proficiency) Title VI**

As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the Sub-recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "*Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.*" The guidance can be found at

[http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004\\_register&docid=fr25jn04-79.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf).

In accepting this contract, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA/PSP that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations. For example, if CONTRACTOR's responsibilities under this contract include gathering public input on an environmental issue, CONTRACTOR's communication with the public should attempt to minimize barriers that interfere with the ability of LEP persons to meaningfully participate.

## **12. MANAGEMENT FEES**

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this CONTRACT. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

## **13. 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.

#### **14. REIMBURSEMENT LIMITATION**

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

#### **15. SEMI-ANNUAL AND ANNUAL PERFORMANCE REPORTS**

The Sub-recipient shall submit performance reports during the life of the project, as specified in the statement of work or work plan developed under this contract.

In addition to the periodic performance reports, the recipient shall submit a final performance report, which is due 90 calendar days after the expiration or termination of the award, or as specified in the work plan or statement of work. The report shall be submitted to the PSP Project Officer and may be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period. After completion of the project, the PSP Project Officer may waive the requirement for a final performance report if the PSP Project Officer deems such a report is inappropriate or unnecessary.

#### **16. SIX GOOD FAITH EFFORTS, 40 CFR, PART 33, SUBPART C**

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

- a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraph (a) through (e) of this section.

## **17. SUB-AWARDS**

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

- a. Establish all sub-award agreements in writing;
- b. Maintain primary responsibility for ensuring successful completion of the approved project (Sub-Recipient cannot delegate or transfer this responsibility to a sub-awardee);
- c. Ensure that any sub-awards comply with the standards in Section 210(a)-(d) of OMB Circular A-133, and are not used to acquire commercial goods or services for the sub-awardee;
- d. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
- e. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
- f. Obtain AGENCY's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
- g. Obtain approval from AGENCY for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

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

This provision applies only to a Sub-Recipient, and all sub-awardees of Sub-Recipient, if any. See page one (1) of this contract for determination of whether CONTRACTOR is a sub-recipient. Sub-Recipient shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the Sub-Recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

Sub-Recipient, and all sub-awardees of Sub-Recipient must inform AGENCY immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

Federal agency funding this agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

## **19. UNLIQUIDATED OBLIGATIONS (ULO)**

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

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE <div style="background-color: yellow; height: 20px; width: 100%;"></div>
APPLICANT ORGANIZATION <div style="background-color: yellow; height: 20px; width: 100%;"></div>	DATE SUBMITTED <div style="background-color: yellow; height: 20px; width: 100%;"></div>

Standard Form 424B (Rev. 7-97) Back



**424B (Rev 4-2012) Federal Funding Accountability and Transparency Act Data Collection Form**

This award is supported by Federal Funds that require compliance with the Federal Funding Accountability and Transparency Act. The purpose of the Transparency Act is to make information available online so the public can see how Federal Funds are spent. To comply with the act and be eligible to receive this award, your organization must have a Data Universal Numbering System (DUNS®) number. If you do not already have one, you may receive a DUNS ® number free of charge by contacting Dun and Bradstreet at [www.dnb.com](http://www.dnb.com). The Puget Sound Partnership (PSP) also encourages registration with the System for Award Management (SAM) to reduce data entry by both PSP and your organization. You may register with SAM Free of Charge at [www.sam.gov](http://www.sam.gov). Information about your organization and this grant will be reported by PSP to the Federal government as required by P.L 109-282. This information will then be made available to the public by the Federal Government on [www.USASpending.gov](http://www.USASpending.gov).

**Subrecipient**

<b>1. Legal Name</b>	<b>2. UEI Number</b>
<b>3. Principle Place of Performance</b>	
<b>3a. City</b>	<b>3b. State</b>
<b>3c. Zip +4</b>	<b>3d. Country</b>
<b>4. Are you registered in SAM?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, skip to signature block. Sign, Date &amp; Return</b>	
<b>5. In the preceding fiscal year, did your organization:</b>	
<input type="checkbox"/> <b>a. Receive 80% or more of annual gross revenue from Federal contracts, subcontracts, grants, loans, subgrants, loans and/or cooperative agreements, AND</b>	
<input type="checkbox"/> <b>b. \$25,000 or more in annual gross revenues from Federal contracts, subcontracts, grants, loans, subgrants, loans and/or cooperative agreements, AND</b>	
<input type="checkbox"/> <b>c. Receives more than \$25,000,000 in annual federal funds.</b>	
<input type="checkbox"/> <b>d. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(A) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d) or section 6104 of the Internal Revenue Code of 1986.</b>	
<input type="checkbox"/> <b>No – skip to signature block. Sign, Date, &amp; Return</b>	
<input type="checkbox"/> <b>Yes – you must report the names and total compensation of the top 5 highly compensated officials of your organization</b>	
<b>Name of Official</b>	<b>Total Compensation</b>
<b>1.</b>	\$ <b>Annually</b>
<b>2.</b>	\$ <b>Annually</b>
<b>3.</b>	\$ <b>Annually</b>
<b>4.</b>	\$ <b>Annually</b>
<b>5.</b>	\$ <b>Annually</b>
<b>NOTE: Total compensation for the purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock; stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.</b>	
<b>By signing this document, the Authorized Representative attests to this information</b>	
<b>Signature of Authorized Representative</b>	<b>Printed Name of Authorized Representative</b>
<b>Date</b>	