

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	River and Flood/907520
Contract or Grant Administrator:	Paula Harris
Contractor's / Agency Name:	Washington Department of Fish and Wildlife
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): <u>12-1073</u> CFDA#: <u>15.614</u>	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: <u>169114/719007</u>	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>216,815.00</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
This agreement provides pass-through of federal National Coastal Wetland Conservation Grant Program funding from Washington State Department of Fish and Wildlife to the Whatcom County Flood Control Zone District in the amount of \$216,815 for the environmental site assessment, purchase prices, and closing costs to acquire the Sigurdson property.	

Term of Contract: Not to exceed

Expiration Date:

Contract Routing:	1. Prepared by: John N. Thompson	Date: 10/22/19
	2. Attorney signoff: KNF	Date: 10/23/19
	3. AS Finance reviewed: M Caldwell	Date: 10/22/19
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed:	Date:
	6. Submitted to Exec.:	Date:
	7. Council approved (if necessary):	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:

**STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE**

PROJECT GRANT 12-1073 PASS-THROUGH AGREEMENT

Pass-Through Entity: Washington State Department of Fish and Wildlife
Sub-Recipient: Whatcom County Flood Control Zone District
Grant Program: National Coastal Wetlands Conservation Grant Program
Project Name: Lower Nooksack River Conservation and Restoration Project
Property Name: Sigurdson Property
CFDA Number: 15.614
Award Number: C-92-L-1
Federal Award Date: February 22, 2012
Sub-Award Amount: \$216,815.00

PARTIES TO THE AGREEMENT

This Project Grant Pass-Through Agreement (Agreement) is entered into between the State of Washington, the Department of Fish and Wildlife (hereinafter referred to as "WDFW"), located at 600 Capitol Way North, Olympia, WA 98501-1091, and the Whatcom County Flood Control Zone District (hereinafter referred to as "Sub-Recipient"), located at 322 N Commercial Street, Suite 210, Bellingham, WA 98225, and shall be binding upon the agents and all persons acting by or through WDFW and Sub-Recipient (collectively hereinafter referred to as "Parties").

PURPOSE OF THE AGREEMENT

WDFW is the recipient of federal financial assistance through the National Coastal Wetlands Conservation Grant Program funded under the United States Fish and Wildlife Service (USFWS), grant award F13AP00048 and known as the "Lower Nooksack River Conservation and Restoration Project" (hereinafter referred to as "Grant"), a portion of which is authorized for the acquisition of the Sigurdson Property (hereinafter referred to as "Project"). Notice of Federal Assistance Award is attached as Attachment A. Scope Change, Grant Amendment #4, authorizing the acquisition of the Sigurdson Property is attached as Attachment B, both of which are incorporated herein by reference as if fully set forth. Sub-Recipient is an eligible sub-recipient of Grant funds.

Under this Agreement, WDFW will subaward up to \$216,815 of the Grant funds to Sub-recipient for allowable costs incurred in connection with acquiring and permanently protecting property identified in Grant Amendment #4.

PROJECT DESCRIPTION

The Grant is made and described under the Notice of Federal Participation included as Attachment A and the Project's Scope Change Request, Amendment #4, attached as Attachment B-1, both of which are incorporated herein by reference as if fully set forth. Sub-Recipient agrees to complete the Project as described, in its entirety, in the time as prescribed.

PERIOD OF PERFORMANCE

The Project Period of Performance began on February 22, 2012, the date of the Notice of Federal Assistance Award (Attachment A) and ends on December 31, 2019 (hereinafter "Performance Period"). If the Performance Period of Grant is extended by written amendment of the Grant, this Agreement shall be correspondingly extended without need of amendment.

No changes to the Project Performance Period will be made unless incorporated by written amendment. No expenditures made outside the Performance Period are eligible for reimbursement unless incorporated by written amendment into this Agreement.

PROJECT FUNDING

Under this Agreement, WDFW will sub-award up to \$216,815 of the total Grant funds for this Project (hereinafter referred to as "Sub-Award Amount") on a reimbursement basis. Anticipated costs for the acquisition of the Sigurdson Property and reasonable costs associated with the Project are as follows:

	<u>Dollar Amount</u>
Land	\$200,000.00
Appraisal/Review Appraisal	\$ 7,250.00
Closing Costs	\$ 3,000.00
Real Estate Excise Tax	\$ 3,565.00
Phase 1 Environmental Site Assessment	\$ 3,000.00
Total Sub-Award Amount	\$216,815.00

WDFW will be lead on the appraisal and review appraisal process. Costs associated with the appraisal and review appraisal will be paid by WDFW with Grant funds and Sub-Recipient is required to provide match for these expenditures.

WDFW shall not pay any amount beyond that approved for funding for the Project unless revised by written amendment of this Agreement. The contribution of funds towards this Project shall be as follows:

	<u>Dollar Amount</u>	<u>Percentage</u>
Federal Funds Obligated by Grant	\$216,815	68.1%
Match Obligated by Sub-Recipient (cash and/or in-kind)	\$ 101,562	31.9%

Total Project Amount

\$318,377

100%

RIGHTS AND OBLIGATIONS

All rights and obligations of the Parties are set forth in this Agreement, including all attachments to this Agreement, as follows:

- Attachment A: Notice of Federal Assistance Award
- Attachment B: Scope Change, Grant Amendment #4
- Attachment B-1: Scope Change Request, Grant Amendment #4
- Attachment C: General Provisions
- Attachment D: Special Provisions

Above Attachments are incorporated herein by reference as if fully set forth. Sub-Recipient acknowledges they had the opportunity to review the entire Agreement, including all Attachments, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in the Agreement. Furthermore, Sub-Recipient has read, fully understands, accepts and agrees to be bound by all requirements contained in this Agreement.

This Agreement is subject to WDFW's receipt of federal funds under the Grant and the terms and conditions set forth in this Agreement.

ASSIGNMENT

All references in this Agreement to Sub-Recipient are intended to refer to Sub-Recipient or its successor or assignee. Sub-Recipient shall not assign this Agreement without the prior written approval from WDFW. A successor assignee must qualify as a sub-recipient under applicable federal law.

AMENDMENTS

WDFW reserves the right to unilaterally amend the Grant, Agreement, and Attachments by prior written notification to the Sub-Recipient, for the purpose of insuring compliance with federal and/or state laws. Sub-Recipient reserves the right to terminate this Agreement upon receipt of written notification of such unilateral amendment(s) should such unilateral amendment(s) not meet Sub-Recipient's approval. All amendments to the Agreement and Attachments shall not be effective unless provided in writing and signed by the Parties.

PROJECT GRANT AGREEMENT REPRESENTATIVES

The below named representative for the Parties shall be the contact person for all communications and billings regarding the performance of this Agreement. All written communications regarding this Agreement shall be sent to the designated representative at the addresses listed below unless notified in writing of any change.

Sub-Recipient Representative:

Paula Harris, River & Flood Manager
Whatcom County Flood Control District
322 North Commercial Street, Suite 120
Bellingham, WA 98225
Phone: (360) 788-6230
Email: pharris@co.whatcom.wa.us

Pass-Through Entity Representative:

Michelle Burbidge, Acquisitions
Supervisor
Washington State Department of Fish and
Wildlife
Wildlife Program – Lands Division
Real Estate Services
600 Capitol Way North
PO Box 43158
Olympia, WA 98501-1091
Phone: (360) 902-8149
Email: michelle.burbidge@dfw.wa.gov

Parties may change their respective Representative at any time by giving written notice to the other party of the name and address of their new Representative.

DOCUMENTATION REQUIREMENTS

All invoices submitted for reimbursement by Sub-Recipient must have supporting documentation for allowable expenditures listed including supporting documentation for required match based on the percentage of split as outlined in this Agreement. Any and all discrepancies noted on submitted invoices between listed expenditures and supporting documentation must be resolved between WDFW and Sub-Recipient before payment is authorized.

ENTIRE AGREEMENT

This Agreement, along with all Attachments, constitutes the entire agreement of the Parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the Parties.

EFFECTIVE DATE

This Agreement shall be effective as of August 23, 2018, the date of the Scope Change, Grant Amendment #4.

IN WITNESS WHEREOF, WDFW and the Sub-Recipient have signed this Agreement:

**WHATCOM COUNTY FLOOD CONTROL
ZONE DISTRICT**

**WASHINGTON STATE DEPARTMENT
OF FISH AND WILDLIFE**

By: _____
Jack Louws

By: _____
Jeff Hugdahl

Title: Whatcom County Executive

Title: Contracts Officer

Date: _____

Date: _____

APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM ONLY:

This ____ day of _____ 2019

This ____ day of _____ 2019

ROBERT W. FERGUSON
Washington State Attorney General

By:  _____

By: _____

Christopher Quinn, Civil Deputy Prosecutor
Whatcom County

Title: Assistant Attorney General
State of Washington



CAPS Cover Sheet

Attachment A

TITLE: Lower Nooksack River Conservation & Restoration Project	WDFW NUMBER: 12-1073 CONTRACTOR CONTRACT# F13AP00048
PERIOD: 02/22/2012 to 12/31/2016 CONTRACTOR: Fish & Wildlife Service US (Portland Office) CONTRACTOR CONTACT: Heather Hollis (503) 231-6233 CONTRACT TYPE: Receivable, Grant STAFF TYPE: WDFW PROJECT TYPE: Acquisition/Restoration	STATUS: Active NUMBER OF AMENDMENTS: 0 WDFW MANAGER: Dan Budd (360) 902-8149 PROGRAM: Wildlife DIVISION: Lands CFDA NUMBER: 15.614 AWARD NUMBER: C-92-L-1 RFQQ/RFQ/RFP/IFB NUMBER:

SUMMARY PROJECT DESCRIPTION:

The Washington Department of Fish and Wildlife, in partnership with Whatcom County, and the Nooksack Salmon Enhancement Association, with support from the Lummi Nation and Nooksack Tribe seeks funding from the National Coastal Wetland Conservation Grant Program (NCWCG) to purchase and restore 100 acres of wetland and floodplain habitats along the Lower Nooksack River. This action advances critical elements of the Lower Nooksack River Conservation and Restoration Project, a multi-partner, multi year, effort focused on restoration of floodplain processes and habitats along the entire tidally-influenced reach of the Nooksack River in northwestern Washington State. The project also links with other estuary and wetland restoration efforts being undertaken by the Lummi Nation to restore habitat functions and process on extensive wetlands of Lummi Bay, the historic mouth of the Nooksack River.

INTERNAL CONTACTS:

<u>Name</u>	<u>Role</u>	<u>Work Phone</u>
Beth Stultz	Budget	(360) 902-2400
Dan Budd	Project Manager	(360) 902-8149
Dianna Neiswanger	Contract Staff	(360) 902-2438
June Skye	Assistant Project Manager	(360) 902-8148
Kathy Cody	Budget	(360) 902-8394
Lynn Needham	Accounts Receivable	(360) 664-4994
Steve Seymour	Lead Project Manager	(360) 676-2003
Susie Rathke	Budget	(360) 902-8141
Samantha Smithingell	Budget Approver	

From:	TO: Dan Budd: WP
D. Neiswanger	Steve Seymour: WP
Date:	June Skye: WP
	Central Budget
	Lynn Needham: A/R

TITLE: Lower Nooksack River Conservation & Restoration Project

WDFW NUMBER:

12-1073

PROJECT BUDGET: OBJECT DETAIL

Rate Rule: Allow Indirect

Indirect Rate: 23.51%

Indirect amount calculated by CAPS

<u>Object</u>	<u>Sub Object</u>	<u>Direct</u>	<u>Indirect</u>	<u>Total Cost</u>
A-Salaries		\$18,000	\$4,232	\$22,232
B-Employee Benefits		\$6,120	\$1,439	\$7,559
C-Personal Service Contracts		\$39,000	\$9,169	\$48,169
E-Goods and Services		\$26,100	\$6,136	\$32,236
J-Capital Outlays	JE-Land	\$638,000	\$0	\$638,000
J-Capital Outlays	JK-Architectural & Engineering Services	\$11,085	\$0	\$11,085

Object Detail Total: \$759,281
Total: \$759,281

PROJECT BUDGET: ITEM DETAIL

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
General. federal share	1		\$759,281	\$759,281

Item Detail Total: \$759,281
Total: \$759,281

CURRENT FUNDING:

Funding

<u>Fund/Appropriation</u>	<u>\$ Type</u>	<u>Amount</u>	<u>%</u>
001-P00 GF-F Mitigation Projects/Dedicated Fundi	Federal	\$759,281	100.0%
Funding Total:		\$759,281	100.0%

Match

<u>Fund/Appropriation</u>	<u>\$ Type</u>	<u>Match</u>	<u>Amount</u>	<u>%</u>
N/A (Not Applicable)		DFW In Kind Support	\$12,060	3.4%
N/A (Not Applicable)		External In Kind Support	\$343,800	96.6%
Match Total:			\$355,860	100.0%
Project Total:			\$1,115,141	
Contract Required Split:			68.1 / 31.9	
Split, includes all Match:			68.1 / 31.9	
Split, includes cash match only:			100.0 / 0.0	

TITLE: Lower Nooksack River Conservation & Restoration Project

WDFW NUMBER: 12-1073

LINES OF CODING:

MI	Bien	Fund	Appn	%	PI	OI	AFRS Proi	Sub Proi	Start Date	End Date	Amount	AFRS Status
71293	11-13	001	P00	100.0	95293	4001	7172	00	02/22/12	12/31/16	\$759,281	Inactive

LOC Total: \$759,281

Total: \$759,281



United States Department of the Interior

FISH AND WILDLIFE SERVICE

911 NE 11th Avenue
Portland, Oregon 97232-4181



In Reply Refer To:
MBSP/WSFR

December 7, 2012

Dianna Neiswanger
Washington Department of Fish and Wildlife
600 Capitol Way N.
Olympia, Washington 98501-1091

Subject: Notice of Federal Assistance Award for **F13AP00048**

Dear Ms. Neiswanger:

The enclosed Application for Federal Assistance, **F13AP00048, Lower Nooksack River Conservation and Restoration Project**, is approved **effective February 22, 2012** with a total Federal share in the amount of \$759,281. The performance period of this award is February 22, 2012 through December 31, 2016.

ASAP Accounting Information: Use the following information to identify your award funds at: www.asap.gov.

F13AP00048-0001-0000	Coastal Wetlands	\$759,281
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Terms of Acceptance: Per www.doi.gov/pam/TermsandConditions.html, acceptance of a Federal Financial award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by reference to the following:

- Program legislation/regulation.
- Special terms and conditions.
- Code of Federal Regulations/Regulatory Requirements, as applicable

2 CFR 25 - Central Contractor Registration and Data Universal Numbering System
2 CFR 170 - Reporting Subawards and Executive Compensation

- 2 CFR 1400 - Government wide Debarment and Suspension (Nonprocurement)
- 2 CFR 175 - Trafficking Victims Protection Act of 2000
- 43 CFR 12(A) - Administrative and Audit Requirements and Cost Principles for Assistance Programs
- 43 CFR 12(E) - Buy American Requirements for Assistance Programs
- 43 CFR 12(C) - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 43 CFR 12(F) - Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations
- 43 CFR 43 - Government wide Requirements for a Drug-Free Workplace
- 43 CFR 18 - New Restrictions on Lobbying

Specials Conditions and Provisions:

Cost accounting is required at the grant level.

Annual Federal Financial Reports, SF-425, and Performance Reports will be due beginning June 29, 2013 and on that date every year until the completion of the grant. Final Reports will be due 90 days from the ending date of the grant. For further information regarding reporting requirements and sanctions please see the reporting guidance issued May 15, 2009 in the Federal Assistance Toolkit located at: <http://wsfiprograms.fws.gov/subpages/toolkitfiles/intgdrpt.pdf>.

Land Acquisition provisions apply.

The riparian restoration activities require additional environmental compliance (Endangered Species Act section 7 consultation, National Environmental Policy Act, National Historic Preservation Act section 106 consultation, and Tribal consultation) and are ineligible for reimbursement until the compliance, is completed and approved by this office.

The deed of purchased and/or match properties shall identify the Federal interest in the title of real property or a Notice of Federal Participation shall be recorded to further ensure that the land will be managed in perpetuity in a manner consistent with the goals and objectives of this grant. Title vesting evidence shall be included as part of the final accomplishment report. In the event that the terms for perpetual conservation are violated the property will be subject to transfer, replacement, or repayment to the United States pursuant to 43 CFR 12.71.

For the acquisition of a Conservation Easement (CE), the CE shall identify that the property is to be managed in perpetuity in a manner consistent with the goals and objectives of the grant and/or a Notice of Federal Participation shall be recorded, a baseline inventory shall be completed prior to closing, property management plans(s) shall be prepared, and Conservation Easement monitoring shall be conducted on an annual basis.

If mineral rights are reserved, the extraction of minerals must be consistent with the purpose of the acquired land and must be extracted in a way that will not damage the habitat or value of the surface lands. This ensures that the quantity and quality of the habitat needed to conserve species will be maintained.

Revenue generated during the grant period from the sale of timber on acquired or match lands shall be treated as program income. Program income is subject to the Federal assistance regulations at 43 CFR 12.65. Timber revenues realized after the grant period are required to be fully used by the State grantee or sub-grantee for management of the property as approved in the management plan and may not be diverted to other purposes.

Prior to accessing funds for the purchase of property, market value must be determined by appraisals performed in accordance with the *Uniform Appraisal Standards for Federal Land Acquisitions* (Yellow Book). The Federal share of the acquisition will not be greater than the agreed upon match proportion of the current market value, as determined by an appraisal and review appraisal completed to Yellow Book standards. If land is to be used as match, Federal funds may not be used to acquire the subject property until documentation of the match property has been approved by the Service. Documentation shall consist of identification and approval of the property and a Yellow Book, self-contained appraisal with a review appraisal. The following conditions must be completed to document Yellow Book compliance:

1. A state-certified general appraiser must conduct an appraisal that meets Federal land acquisition standards. Specifically the appraisal must be Yellow Book compliant <http://www.usdoj.gov/enrd/land-ack/yb2001.pdf>. This must occur for the property or properties you plan to purchase or use as match.
2. Following the appraisal, a review appraisal is required. The review appraisal can be prepared by qualified agency staff or provided to your agency by contract or agreement with another state agency. A certified or licensed review appraiser must conduct the review appraisal. If you do not have access to a certified or licensed review appraiser the Division of Wildlife and Sport Fish Restoration (WSFR) can coordinate with the Office of Valuation Services (OVS) under the Department of Interior, National Business Center to conduct the review appraisal. Please be aware, however, that if OVS is asked to perform the review, they must write a statement of work and will provide a list of assignment-qualified appraisers from which to choose to perform the assignment. Also be aware that workload issues in the OVS may affect the timeliness of the appraisal coordination and review process.
3. The appraisal and review appraisal documents must be submitted to WSFR for review and approval before Federal funds can be used to purchase the land.

Once these three conditions have been met, we will notify you that the appraisal has been approved. Once approved, you may move forward with formal negotiations for acquiring the property evaluated in the review appraisal, according to the terms of the Grant.

Thank you for your interest and efforts in supporting conservation for fish and wildlife and their habitats. If you have any questions regarding the above steps, please contact me at 503-231-6128 or Heather Hollis at 503-231-6233.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Caslick", with a long, sweeping horizontal stroke extending to the right.

J. Frederick Caslick, Ph.D., Chief
Wildlife and Sport Fish Restoration Program

Enclosure

TAKE PRIDE[®]
IN AMERICA 

**APPLICATION FOR
FEDERAL ASSISTANCE**

Version 7/03

Lower Nooksack
WA-C-92-2-1

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		2. DATE SUBMITTED 02/22/2012	Applicant Identifier
Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier 12-1073
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier F13AP000048
5. APPLICANT INFORMATION			
Legal Name: State of Washington, Department of Fish and Wildlife		Organizational Unit: Department: Wildlife Program	
Organizational DUNS 80-888-3052		Division: Lands	
Address: Street: 600 Capitol Way N.		Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: Mr. First Name: Stephen	
City: Olympia		Middle Name	
County: Thurston		Last Name Seymour	
State: WA Zip Code 98501-1091		Suffix:	
Country: USA		Email: stephen.seymour@dfw.wa.gov	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 91-1632572		Phone Number (give area code) (360) 676-2003	Fax Number (give area code)
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify) revised 424 reflecting reduced award.		7. TYPE OF APPLICANT: (See back of form for Application Types) A. State Other (specify)	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 15-614 TITLE (Name of Program): National Coastal Wetland Grant		9. NAME OF FEDERAL AGENCY: U.S. Department of Interior, Fish and Wildlife Service	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Whatcom County, Washington		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Lower Nooksack River Conservation and Restoration Project	
13. PROPOSED PROJECT Start Date: 02/01/2012 Ending Date: 12/31/2016		14. CONGRESSIONAL DISTRICTS OF: a. Applicant 3 b. Project 2nd	
15. ESTIMATED FUNDING: a. Federal \$ 759,281.00 b. Applicant \$ 12,060.00 c. State \$ 300,000.00 d. Local \$ 43,800.00 e. Other \$ f. Program Income \$ g. TOTAL \$ 1,115,141.00		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE: b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED. a. Authorized Representative Prefix Mr. First Name Lee Middle Name Last Name Rolle Suffix b. Title Chief Financial Officer c. Telephone Number (give area code) (360) 902-2424 d. Signature of Authorized Representative [Signature] e. Date Signed 2/22/12		17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No	

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Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

RECEIVED

By Maggie Parker at 2:48 pm, Feb 22, 2012



United States Department of the Interior

FISH AND WILDLIFE SERVICE

911 NE 11th Avenue

Portland, Oregon 97232-4181



In Reply Refer to:
FWS/R1/WSFR

August 23, 2018

Jeff Hugdahl, Contracts and Purchasing Manager
Washington Department of Fish and Wildlife
600 Capitol Way N.
Olympia, Washington 98501-1091

DUNS: 808883052

Subject: Notice of Amendment to Grant Award for **F13AP00048, Amendment # 4**

Dear Mr. Hugdahl:

Your organization's application for Federal financial assistance amendment titled "**Lower Nooksack River Conservation and Restoration Project**" submitted to the U.S. Fish and Wildlife Service (Service)'s CFDA Program 15.614 is approved effective August 21, 2018. This award is amended as follows: **scope change**.

The performance period of this award is **February 22, 2012** through **December 31, 2019**. Only allowable costs resulting from obligations incurred during the performance period and any authorized pre-award costs may be charged to this award. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the performance period, unless the Service approves a final financial reporting period extension (see Reporting Requirements section below). If you need more time to complete project activities, you must submit a written request to the Service at rlfa_grants@fws.gov before the end of the stated performance period (see Project/Program Plan and Budget Revisions section below).

Payments:

Your organization has completed enrollment in U.S. Treasury's Automated Standard Application for Payment (ASAP) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the subject line on letter followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

Terms of Acceptance:

Acceptance of a financial assistance award (i.e., grant or cooperative agreement) from the Service carries with it the responsibility to be aware of and comply with the terms and conditions applicable to the award. Acceptance is defined as the start of work, drawing down funds, or

accepting the award via electronic means. Awards are based on the application submitted to and approved by the Service. Awards are subject to the terms and conditions incorporated into the notice of award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. The Federal regulations applicable to Service recipients and their subrecipients and contractors are listed by recipient type in the **Service Financial Assistance Award Terms and Conditions** posted on the Internet at <http://www.fws.gov/grants/>. If you do not have access to the Internet and require a full text copy of the award terms and conditions, contact our office.

If Recipient decides to not accept this award, Recipient must notify the Service in writing within 30 calendar days of that decision.

Special Conditions and Provisions:

All conditions and provisions from the original grant award letter and any amendments remain in effect.

Administrative activities and land acquisitions may proceed. As a condition of award, the Recipient and any sub-recipient(s) must not begin any restoration work related to this award until a revised, refocused restoration scope has been approved in a subsequent revision and the Service has notified the Recipient in writing that such work can begin. Recipients and sub-recipients of Federal grants must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

Reporting Requirements:

Report Title	Report Period:	Due Date
Interim Federal Financial Report (SF-425)	March 31, 2019	June 29, 2019
Interim Performance Report	March 31, 2019	June 29, 2019
Final Federal Financial Report (SF-425)	December 31, 2019	March 30, 2020
Final Performance Report	December 31, 2019	March 30, 2020

All Reports should be sent to rlfa_grants@fws.gov.

Recipients must use the Standard Form (SF) 425, *Federal Financial Report* form for all financial reporting. This form is available at http://www.whitehouse.gov/omb/grants_forms.

Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number provided in the subject line of this letter on all reports.

Financial and performance reporting due dates may be extended by the Service upon receipt of a written request addressed to the Service at rlfa_grants@fws.gov identifying the type of report to

be extended, the requested revised due date, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the recipient's operations. Requests for reporting due date extensions must be received by the Service no later than one day before the original reporting due date.

Significant Developments Reports (see 2 CFR 200.328(d)):

Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, notify the Service Project Officer in writing as soon as the following types of conditions become known:

- Problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation.

Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Other Deliverables:

The deed of purchased and/or match properties shall identify the Federal interest in the title of real property or a Notice of Federal Participation (NOFP) shall be recorded to further ensure that the land will be managed in perpetuity in a manner consistent with the goals and objectives of this grant. Title vesting evidence shall be included as part of the final accomplishment report. In the event that the terms for perpetual conservation are violated the property will be subject to transfer, replacement, or repayment to the United States pursuant to 2 CFR 200.311.

For the acquisition of a Conservation Easement (CE), the CE shall identify that the property is to be managed in perpetuity in a manner consistent with the goals and objectives of the grant and/or a NOFP shall be recorded, a baseline inventory shall be completed prior to closing, property management plans(s) shall be prepared, and CE monitoring shall be conducted on an annual basis.

If mineral rights are reserved, the extraction of minerals must be consistent with the purpose of the acquired land and must be extracted in a way that will not damage the habitat or value of the surface lands. This ensures that the quantity and quality of the habitat needed to conserve species will be maintained.

Revenue generated during the grant period from the sale of timber on acquired or match lands shall be treated as program income. Program income is subject to the Federal assistance regulations at 2 CFR 2.307. Timber revenues realized after the grant period are required to be fully used by the State grantee or sub-grantee for management of the property as approved in the management plan and may not be diverted to other purposes.

Prior to accessing funds for the purchase of property, market value must be determined by appraisals performed in accordance with the *Uniform Appraisal Standards for Federal Land Acquisitions* (Yellow Book). The Federal share of the acquisition will not be greater than the

agreed upon match proportion of the current market value, as determined by an appraisal and review appraisal completed to Yellow Book standards. If land is to be used as match, Federal funds may not be used to acquire the subject property until documentation of the match property has been approved by the Service. Documentation shall consist of identification and approval of the property and a Yellow Book, self-contained appraisal with a review appraisal. The following conditions must be completed to document Yellow Book compliance:

1. A State-certified general appraiser must conduct an appraisal that meets Federal land acquisition standards. Specifically the appraisal must be Yellow Book compliant <http://1.usa.gov/1HmvzGu>. This must occur for the property or properties you plan to purchase or use as match.
2. Following the appraisal, a review appraisal is required. The review appraisal can be prepared by qualified agency staff or provided to your agency by contract or agreement with another state agency. A State-certified or licensed review appraiser must conduct the review appraisal.
3. The appraisal and review appraisal documents must be submitted to WSFR for approval before Federal funds can be used to purchase the land.

Conflict of Interest Disclosures:

Recipients are responsible for notifying the Service Project Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient, the Recipient's employees, or the Recipient's subrecipients in a position of conflict, real or apparent, between their responsibilities under this award and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient, the Recipient's employees, or the Recipient's subrecipients in the matter. Upon receipt of such a notice, the Service Project Officer in consultation with their Ethics Counselor will determine if a conflict of interest exists and, if so, if there are any possible actions to be taken by the Recipient, the Recipient's employee(s), or the Recipient's subrecipient(s) that could reduce or resolve the conflict. Failure to resolve conflicts of interest in a manner that satisfies the Service may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including termination of this award.

Other Mandatory Disclosures:

Recipients and their subrecipients must disclose, in a timely manner, in writing to the Service or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Non-Federal entities that have received a Federal award including the term and condition outlined in 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil,

criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338, Remedies for noncompliance, including suspension or debarment (See 2 CFR 200.113, 2 CFR Part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313).

Indirect Costs:

Indirect costs under this award are approved on the condition that the Recipient will submit an indirect cost rate proposal to their cognizant agency immediately after the award is made and no later than 90 calendar days past the award performance period start date. The Recipient is not authorized to charge indirect costs under this award until the Recipient has received, and provided a copy to our office at rlfa_grants@fws.gov, an approved Negotiated Indirect Cost Rate Agreement (NICRA) from the Federal government. In the event the Recipient fails to establish an approved rate before the end of the award performance period, the Service may either: 1) deobligate the Federal amount budgeted for indirect costs and, if not otherwise prohibited by legislation or regulation, allow the Recipient to use costs otherwise allocable as indirect costs to satisfy cost-sharing or matching requirements; or 2) allow the Recipient to transfer the amount otherwise allocable as indirect costs to direct costs. Service approval of such budget changes will depend on the particular award circumstance. Indirect costs otherwise allocable to this award may not be shifted to another Federal award unless specifically authorized by legislation. The Recipient must comply with the approved NICRA Agreement.

System for Award Management (SAM) Registration:

Under the terms and conditions of this award, your organization must maintain an active SAM registration at <https://www.sam.gov/portal/public/SAM/> until the final financial report is submitted or final payment is received, whichever is later. If your organization's SAM registration expires during the required period, the Service will suspend payment under this and all other Service awards to your organization until you update your organization's SAM registration.

Project Plan and Budget Amendments:

Recipients are required to report deviations from budget or project scope or objective, and request prior approvals for budget and program plan revisions in accordance with 2 CFR 200.308 unless otherwise specifically waived in this award.

Grant Period Extensions:

If additional time is needed to complete the approved project, you must send an SF-424 and written notice to the Service at rlfa_grants@fws.gov. This notice must be received prior to the authorized performance period end date, and must include supporting reasons and revised end date. Extensions for time cannot be authorized for the sole purpose of spending an unused balance of funds.

Project Contacts:

Service Project Officer for this award is:	Recipient Project Officer for this award is:
Chris Swenson (503) 231-6758 chris_swenson@fws.gov	Julie Sandberg (360) 902-8149 julie.sandberg@dfw.wa.gov

Please contact Chris Swenson with any questions. Please include the Service award number provided in the subject line of this letter in all written communications.

Thank you for your interest and efforts in supporting conservation of fish and wildlife and their habitats.

Sincerely,



Digitally signed by
KATHERINE HOLLAR
Date: 2018.08.23
13:14:17 -07'00'

Kathy Hollar, Chief
Wildlife and Sport Fish Restoration Program

Enclosure

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☐ Application
☒ Changed/Corrected Application

* 2. Type of Application:

- ☐ New
☐ Continuation
☒ Revision

* If Revision, select appropriate letter(s):

E: Other (specify)

* Other (Specify):

Change in scope

* 3. Date Received:

08/21/2018

4. Applicant Identifier:

12-1073 amendment 4

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

F13AP00048 Amendment #4

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

State of Washington, Department of Fish and Wildlife

* b. Employer/Taxpayer Identification Number (EIN/TIN):

91-1632572

* c. Organizational DUNS:

8088830520000

d. Address:

* Street1:

PO Box 43135

Street2:

* City:

Olympia

County/Parish:

* State:

WA: Washington

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

98504-3135

e. Organizational Unit:

Department Name:

Wildlife Program

Division Name:

Real Estate Section

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Julie

Middle Name:

* Last Name:

Sandberg

Suffix:

Title: Real Estate Section Manager

Organizational Affiliation:

* Telephone Number: 360-902-8149

Fax Number:

* Email: julie.sandberg@dfw.wa.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

A: State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Interior, Fish and Wildlife Service

11. Catalog of Federal Domestic Assistance Number:

15.614

CFDA Title:

National Coastal Wetland Grant

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Lower Nooksack River Conservation and Restoration Project

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:



* Date Signed:



State of Washington
Department of Fish and Wildlife

Mailing Address: 600 Capitol Way N, Olympia WA 98501-1091, (360) 902-2200, TDD (360) 902-2207
Main Office Location: Natural Resources Building, 1111 Washington Street SE, Olympia WA

August 20, 2018

Chris Swenson
Wildlife and Sport Fishing Restoration Program
US Fish and Wildlife Service
911 NE 11th Ave
Portland, OR 97232

RE: Lower Nooksack River Conservation and Restoration Project #F13AP00048/C-92-L-1
Amendment Request to add Sigurdson parcel (No. 390232118298) to project scope,
Ptn. of SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, S32 T39N R2E, W.M. in Whatcom County, State of
Washington

Dear Mr Swenson:

The Washington State Department of Fish and Wildlife (WDFW) is requesting a scope amendment to add the 19-acre Sigurdson property for fee acquisition to the Lower Nooksack River Conservation and Restoration Project grant. These funds will be a pass-through to the Whatcom County Flood Control Zone District (WCFCZD). Timing is of the essence as the landowner is a willing and motivated seller.

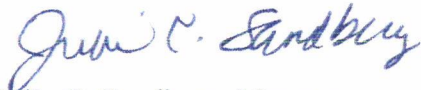
The objective of this grant is to purchase and restore 100 acres of wetlands and floodplain habitat along the Lower Nooksack River, advancing critical elements of the Lower Nooksack River Conservation and Restoration Project, a multi-year, multi-partner effort focused on restoration of floodplain processes and habitats along the entire tidally influenced reach of the Nooksack River in northwestern Washington State. The Sigurdson property meets the objectives of this grant and is a suitable replacement property acquisition given the WDFW's challenges in acquiring the original target parcels. Located along the right bank of the Nooksack River where it meets the Lummi (Red) River – the historical main channel of the Nooksack River – the 19-acre property has a total wetland coverage area of 34%, including 5.98 acres of freshwater forested/shrub wetlands and .94 acres of riverine habitat. It therefore provides restoration as well as species conservation opportunities similar to the parcels originally proposed (see Attachment 1).

Enclosed are maps (Attachment 2) showing the subject property and its location within the original grant project area. If the Sigurdson property is included in the grant, this acquisition would increase the amount of land acquired in perpetuity for restoration and managed by WCFVZD under this grant from just over 27 to 46 acres, resulting in 65% wetland or riverine habitat coverage.

C. Swensen
August 20, 2018
Page 2 of 2

Please contact Michelle Sadlier, Land Acquisition Grants Manager at 360.902.8148 if you have any questions or need additional information. Thank you in advance for considering this request.

Sincerely,

A handwritten signature in blue ink that reads "Julie C. Sandberg". The signature is fluid and cursive, with the first name "Julie" being more prominent.

Julie C. Sandberg, Manager
Real Estate Services

Enclosures

cc: Cynthia Wilkerson
Robert Cannon
Joel Ingram
Michelle Sadlier

Attachment 1: Species Tables for Proposed Sigurdson Acquisition
Lower Nooksack River Conservation & Restoration Grant (F13AP00048)

Species	Scientific Name	Status**	Documented Presence	Project Benefits	Does the project support goals of Recovery Plan or HCP?
S.F. Spring Chinook Salmon	<i>Oncorhynchus tshawytscha</i>	FT Tier 1 Population	Yes	Project restores riparian conditions along river edge providing improved adult and juvenile cover, channel roughness, LWD, terrestrial insect source for juvenile food, water quality protection.	<u>WRIA Salmon Recovery Plan</u> (LNR,NNR 2005) 5.1.6.16 Estuary 10-year actions
N.F Spring Chinook Salmon	<i>Oncorhynchus tshawytscha</i>	SC FT Tier 1 Population Note: SC			<u>Puget Sound Chinook Recovery Plan</u> : Address four of the ten action items of plan, Estuaries, Floodplain, Riparian and Water Quality.
Puget Sound Steelhead Trout	<i>O. mykiss</i>	FT Puget Sound Steelhead DPS SC	Yes	Same as above	Puget Sound Steelhead Recovery Plan under development by WDFW & Treaty Tribes. Likely will incorporate most of the habitat actions identified in WRIA 1 & Puget Sound chinook recovery plans.
Coastal Puget Sound Bull Trout DPS	<i>Salvelinus confluentis</i>	FT Coastal/PS Distinct Population	Yes	Same as above	<u>WRIA Salmon Recovery Plan</u> Draft Recovery Plan for the Coastal-Puget Sound bull trout, recovery actions 1.2.4&1.2.3
Coho Salmon	<i>Oncorhynchus kisutch</i>	FCo Pgt Snd Georgia Strait ESU	yes	Same as above Improved access to slough habitats important overwinter habitat for coho.	WRIA Salmon Recovery Plan (LNR,NNR 2005) 5.1.6.16 Estuary 10-year actions.
River lamprey	<i>Lampetra ayresi</i>	FCo	yes	Project restores riparian conditions along river edge providing improved adult and juvenile cover, channel roughness, LWD, water quality protection	
Western brook lamprey	<i>L richardsoni</i>				
Pacific lamprey	<i>L tridentata</i>				
Peregrine Falcon,	<i>Falco peregrinus</i>	FCo SS	yes	Restored riparian and wetland habitats will improve prey species abundance (e.g., shorebirds, waterbirds, small mammals, fish)	Washington Department of Fish and Wildlife (2004) Management recommendations for Washington's Priority Species – Volume IV: Birds
Bald Eagle	<i>Haliaeetus leucocephalus</i>	FCo, remains on WA State Listed species ST	Yes	Restored riparian and wetland habitats will improve prey species abundance future nesting, perching, roosting and screening (from disturbance) habitats.	Washington State Status Report for the Bald Eagle (2001)
Willow Flycatcher	<i>Empidonax traill</i>	FCo	yes	Protects breeding habitat	Migratory Bird Act

****STATUS:**

FT = Federally Threaten Endangered

ST=State Threatened

FC = Fed Candidate

FCo=Federal Species of Concern

SE= State Engangered

SC=State Candidate

SS=State Sensitive

Designation has changed since the original Grant. Bald Eagle and Peregrine Falcon currently has no WA State protection priority.

Attachment 1: Species Tables for Proposed Sigurdson Acquisition
Lower Nooksack River Conservation & Restoration Grant (F13AP00048)

Species Present in the Project Area
Identified as Priority Species by the Washington Department of Fish and Wildlife

Common Name	Scientific Name	Status	Documented Presence	Project Benefits
Common loon	<i>Gavia immer</i>	State Sensitive	yes	Habitat Protection
Western grebe	<i>Aechmophorus occidentalis</i>	State Candidate	yes	Habitat Protection
<i>Merlin (nesting)++</i>	<i>Falco columbarius</i>	<i>State Candidate</i>	<i>yes</i>	<i>Habitat Protection</i>
Vaux's swift	<i>Chaetura vauxi</i>	State Candidate	yes	Habitat Protection
Pileated woodpecker	<i>Dryocopus pileatus</i>	State Candidate	yes	Habitat Protection
Barrow's goldeneye	<i>Bucephala islandica</i>	Priority Species	yes	Habitat Protection
Common goldeneye	<i>Bucephala clangula</i>	Priority species	yes	Habitat Protection
Bufflehead	<i>Bucephala albeola</i>	Priority species	yes	Habitat Protection
Snow goose	<i>Chen caerulescens</i>	Priority species	yes	Habitat Protection
Trumpeter swan	<i>Cygnus buccinator</i>	Priority species	yes	Habitat Protection
Tundra swan	<i>Cygnus columbianus</i>	Priority species	yes	Habitat Protection
Great blue heron (breeding)	<i>Ardea herodias</i>	Priority Species	yes	Habitat Protection
Band tailed pigeon	<i>Columba fasciata</i>	Priority species	yes	Habitat Protection
'Waterfowl concentrations'	<i>Anatidae sp.</i>	Priority species	yes	Habitat Protection

++Merlin Falcon no longer listed as State Candidate

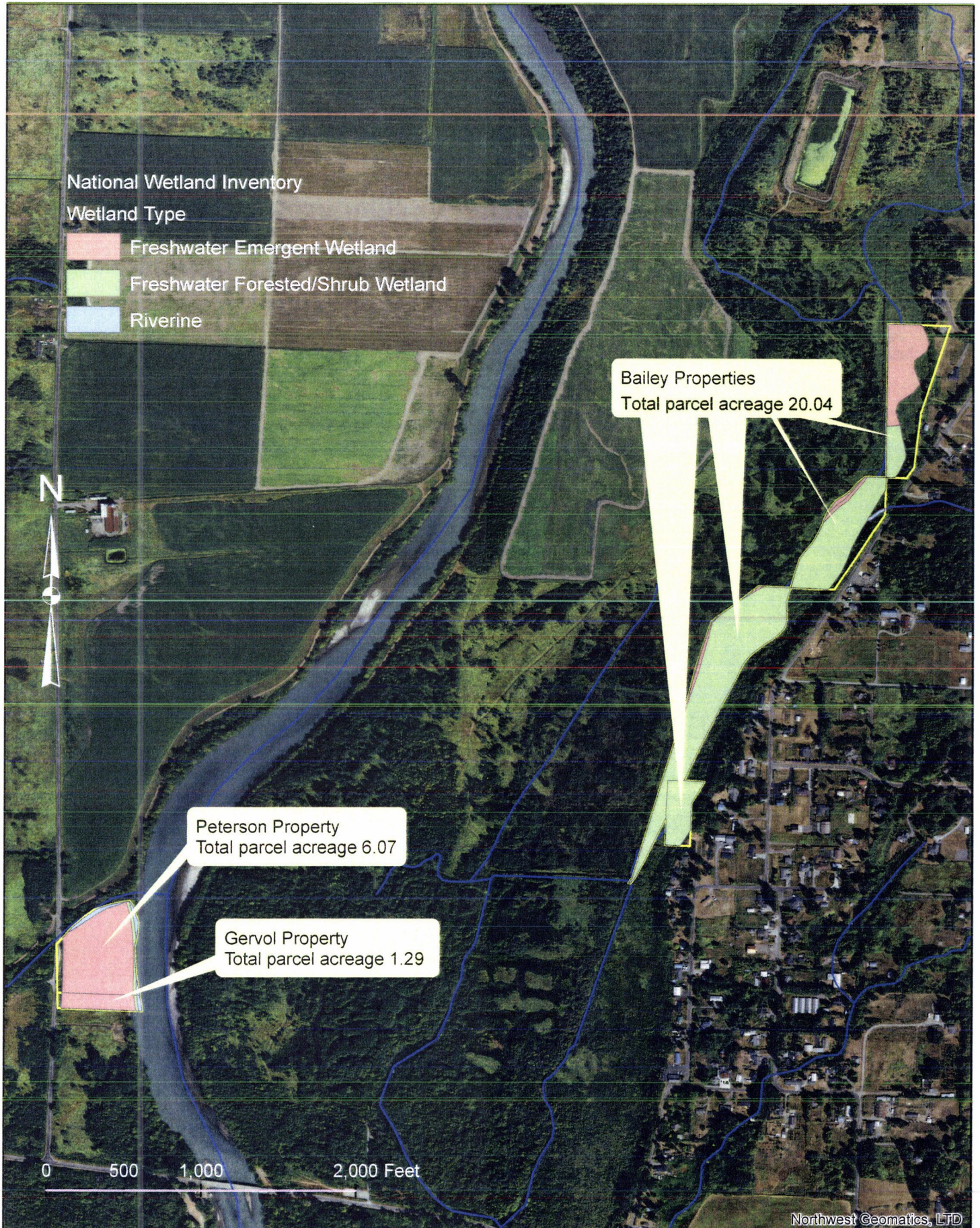
Attachment 1: Species Tables for Proposed Sigurdson Acquisition
Lower Nooksack River Conservation & Restoration Grant (F13AP00048)

Birds Observed at the Tenant Lake Wildlife Area

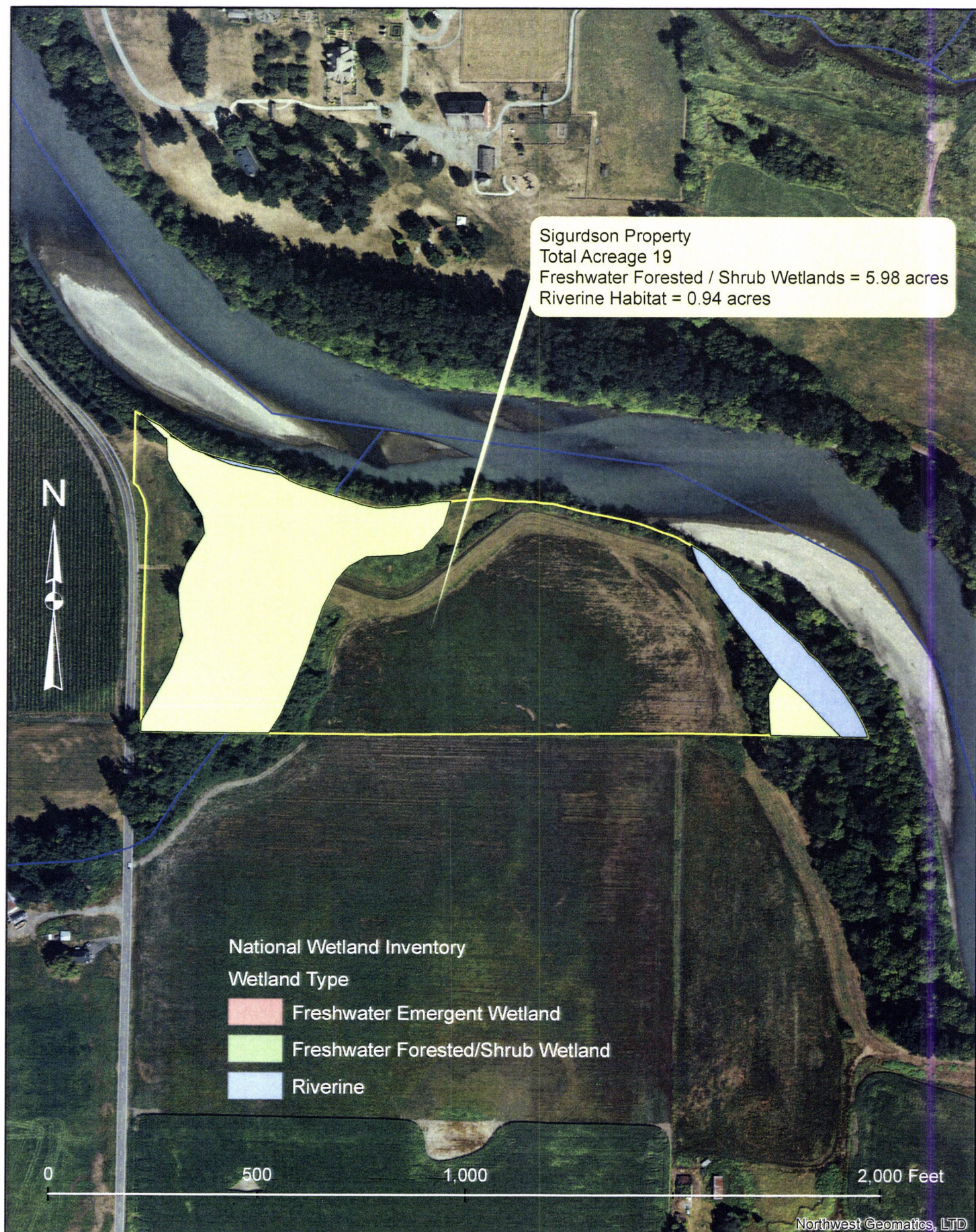
(located in Lower Nooksack River Project action area approximately one mile north of the 140 acres targeted for acquisition)

Family	# of species	Family	# of species	Family	# of species
Shorebirds	8	swifts	2	Grosbeak/finch/sparrow	15
Grebe	4	Flicker/woodpecker	5	Waxwing	1
Hérons	4	Swallows	5	Shrike	1
Swans/geese	4	Jay/crows	3	Starling	1
Ducks	22	Chickadee/bushtit	3		
Vulture	1	Wren	4		
Hawks	7	Robin/thrush	5		
Falcons	3	Kinglet	2		
Gulls/terns	8	Warblers	10		
Pigeon/doves	3	Meadowlark/Blackbirds	6		
Owls	7	Tanager	1		

Attachment 2: Analysis of Wetland Coverage Areas of Previous Acquisitions
Lower Nooksack River Conservation & Restoration Grant (F13AP00048)



Analysis of Wetland Coverage Areas of New Proposed Acquisition under USFWS Grant F13AP00048, Sigurdson Property



ATTACHMENT C

GENERAL PROVISIONS

Section 1: Headings

Headings used in this document are for reference purposes only and shall not be considered a substantive part of the General Provisions.

Section 2: Responsibility for the Property

Sub-Recipient was accepted for the Sub-Award because of its unique qualifications to acquire and manage the Property. Sub-Recipient may convey the Property to another entity on condition that the entity is an eligible sub-recipient under applicable federal law and Sub-Recipient has obtained the prior written consent to the conveyance from WDFW, which shall not be unreasonably withheld. In performing this Agreement, Sub-Recipient may utilize, without prior approval of WDFW, the personnel and services of another non-profit entity that has a substantially similar purpose, as if it was an integral part of Sub-Recipient.

Section 3: Independent Capacity of Sub-Recipient

Sub-Recipient and its employees or agents performing under the Agreement are not employees or agents of WDFW. Sub-Recipient will not hold itself out as, nor claim to be, an officer or employee of WDFW or of the State of Washington, nor will Sub-Recipient make any claim of right, privilege, or benefit which would accrue to a state employee under federal or state laws. Sub-Recipient is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state and/or local laws.

Section 4: Compliance with Applicable Laws

Sub-Recipient agrees to comply with all applicable federal, state, and local laws, rules, regulations and policies. In particular, Sub-Recipient will comply with all applicable provisions of 2 C.F.R. Subtitle A, Chapter II, Part 200, Office of Management and Budget (OMB) Circulars A-110 and A-133, and all other laws, rules, regulations and policies applicable to the Grant.

Section 5: Financial Management

Sub-Recipient shall maintain complete and accurate records of its actual costs incurred pursuant to this Sub-Award. Costs must be shown in books or records (e.g., a disbursement ledger or journal), and must be supported by a source document, such as a receipt, travel voucher, invoice, bill, in-kind voucher, or similar document. Sub-Recipient shall retain such records as required under Section 9. Expenditures not documented, and expenditures not allowed under the Agreement or otherwise authorized by WDFW shall be borne by Sub-Recipient.

Sub-Recipient shall immediately notify DNR in writing of any suspected misconduct or malfeasance by Sub-Recipient violating this Agreement. Sub-Recipient's financial management systems must meet the applicable standards of 2 CFR § 200.302.

Section 6: Compensation and Reimbursement for Expenditures

WDFW shall reimburse Sub-Recipient for its expenses that are deemed allowable costs in accordance with the Grant and this Agreement. Allowable costs under this Agreement are the authorized acquisition related expenditures and other related costs incurred by Sub-Recipient in performing the services set forth in the Special Provisions, Exhibit D, during the Performance Period and that do not exceed the total amount of the Sub-Award Amount. WDFW may withhold reimbursement if Sub-Recipient has failed to comply in any material respect with any part of this Agreement, General Provisions, Special Provisions, Attachments, and/or any applicable federal, state, or local laws. Allowable costs will be reimbursed only after WDFW has received properly submitted invoices that comply with Section 18: Billing and Reimbursement Procedures.

Sub-Recipient shall report in writing to WDFW any problems, delays, or adverse conditions that will materially affect its ability to meet Grant objectives or time schedules. A statement of the action taken or proposed and any assistance needed from WDFW to resolve the situation shall accompany this disclosure.

Section 8: Recovery of Payments

In the event that Sub-Recipient fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, WDFW reserves the right to recover any Sub-Award funds WDFW has contributed under the Grant in the amount equivalent to the extent of noncompliance.

Sub-Recipient shall reimburse WDFW for any overpayment or erroneous payments made by WDFW to Sub-Recipient under this Agreement. Repayment by Sub-Recipient of such funds to WDFW under this recovery provision shall occur within one hundred eighty (180) days of receipt of a demand from WDFW. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

Section 9: Records Maintenance/Audit

Sub-Recipient shall retain all financial and programmatic records, supporting documents, statistical records, and all other Sub-Recipient records pertinent to this Agreement for a period of three (3) years following the date of final payment. The only exceptions are the following:

1. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
2. When records are transferred to or maintained by WDFW, the three (3) year retention period is not applicable to Sub-Recipient.

At no additional cost, these records, including documents generated under the Agreement, shall be subject at all reasonable times to inspection, review, or audit, by WDFW, the Office of the Washington State Auditor, or other state officials so authorized by law, regulation, or agreement.

Section 10: Enforcement

In the event of non-compliance with any of the terms or conditions of the Agreement by Sub-Recipient, WDFW may elect to exercise any or all remedies available to it under the Agreement, or any other provision of law. This shall include, but not be limited to, specific performance, temporarily withholding cash payments pending correction of a deficiency, disallowing all or part of the costs of the activity or action that is not in compliance with the terms and conditions of the Agreement, and wholly or partly suspending or terminating the Agreement. As a funding source to WDFW for the Agreement, USFWS is a third-party beneficiary to the Agreement. In that capacity, USFWS may elect to exercise any or all remedies against Sub-Recipient subject to prior coordination with and authorization of WDFW and consistent with the Agreement and federal law.

Section 11: Application Representations - Misrepresentation or Inaccuracy a Breach

USFWS awarded Grant to WDFW for Sub-Recipient's use for the Project as submitted under the Notice of Federal Assistance Award (Attachment A) and as amended in Scope Change, Grant Amendment #4 (Attachment B) and Scope Change Request, Grant Amendment #4 (Attachment B-1). WDFW relies upon Sub-Recipient's determination as to Sub-Recipient's eligibility and selection for, and scope of, this Agreement. Any material misrepresentation, error, or inaccuracy in any part of the application may be deemed a breach of this Agreement and could result in termination of the Agreement.

Section 12: Waiver

Enforcement of the terms of this Agreement shall be at the discretion of WDFW. Any forbearance by WDFW to exercise its rights under this Agreement in the event of breach of any term by Sub-Recipient shall not be deemed a waiver by WDFW of such term or of any subsequent breach of the same or any other term of this Agreement or of any of the rights of WDFW under this Agreement. No delay or omission by WDFW in exercising its rights shall impair such right or remedy or be construed as a waiver.

Section 13: Dispute Resolution

If a dispute arises out of a breach of this Agreement and the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the Parties. If the Parties agree to engage in mediating a dispute, they shall each pay fifty percent (50%) of any costs incurred for this service. In the event either Party retains an attorney to bring suit or seek alternative dispute resolution to interpret or enforce this Agreement, the prevailing party shall be entitled to reasonable attorney's fees whether or not such matter proceeds to judgment.

Section 14: Hold Harmless

Sub-Recipient hereby releases and agrees to hold harmless, indemnify, and defend WDFW and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them from and against any and all liabilities, penalties, fines, charges, costs (including reasonable attorney's fees), losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including injury to or death of any person, or physical damage to any property, arising out of or resulting from breach of the Agreement by Sub-Recipient or any act or omission of Sub-Recipient, its employees, agents, contractors, or licensees and guests on the Property, including the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act and the Model Toxics Control Act, except to the extent due to the negligent acts or omissions of the indemnified parties.

Section 15: Order of Precedence

This Agreement is entered into under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order: (1) applicable federal and state statutes and regulations; (2) the Special Provisions; (3) the General Provisions; (4) the Agreement; and, (5) any other attachments or provisions incorporated by reference or otherwise stated in the Agreement.

Section 16: Governing Law/Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County Superior Court. Sub-Recipient, by execution of the Agreement, acknowledges the jurisdiction of the courts of the State of Washington.

Section 17: Severability

If any provision of this Agreement or any provision of any document incorporated by reference, or the application thereof to any circumstance, person or place, shall be held by a court or other tribunal of competent jurisdiction to be invalid, unenforceable or void, then such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, or such provisions as applied to other circumstances, persons or places, and to this end the provisions of this Agreement are declared to be severable so as to effect the intent of the Parties to this Agreement to the fullest extent possible.

Section 18: Billing and Reimbursement Procedures

Sub-recipient understands that the purchase price of the property shall not be reimbursed by WDFW prior to receipt of documentation of sale, but funds may be requested to be transferred directly into escrow to go towards the property closing costs and/or reimbursement of the approved invoice for a Phase I environmental site assessment. Closing costs could include the purchase

price, real estate excise tax and buyer's share of closing costs. Funds must be requested at least two weeks in advance of the estimated closing date and are contingent upon completion of all required forms and documentation as required by WDFW. If Sub-Recipient submits invoices to WDFW for reimbursement for allowable expenses incurred under the Agreement and required match, the invoices shall contain the following information:

1. The Project Grant Pass-Through Agreement Number on the invoice cover sheet.
2. The Federal Grant Award Number and Project Name.
3. The names, titles, pay rate, benefit rate and hours worked by any employee on a specific Project related activity.
4. The specific date(s) on which the work was performed.
5. A succinct description of the work performed by the person doing the work.
6. Documentation and justification of the work performed that establishes how the work supported the purpose of the Project.
7. Copies of invoices from contractors including the same information as that required for the Sub-Recipient.
8. Documentation of other pertinent Project related activities such as costs of travel mileage, gas, parking, mailings, tele-conferencing, reproduction, printing, etc.
9. Proof of funds transmittal (such as wire confirmations or checks) for payment of closing costs or other specific transaction activities.

Invoices shall be prepared and submitted on a quarterly basis. Invoices may not be submitted if they have accumulated for more than six (6) months (two consecutive quarters) during the Performance Period. Any invoice submitted more than six (6) months (two consecutive quarters) after the cost is incurred, either prior to or during the Performance Period, will be denied unless there is good cause for the late submission. Sub-Recipient may submit final invoices up to ten (10) business days after the end date of the Performance Period.

Sub-Recipient shall ensure that all expenditures are incurred in full compliance with Office of Management and Budget (OMB) Circular A-122 (Cost Principles for Non-Profit Organizations) or A-87 (Cost Principles for State, Local and Indian Tribal Governments), and meet the audit requirements of OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Disallowed costs found during the retention period of this Agreement shall be promptly refunded to WDFW.

Section 19: Audit Requirements

Sub-Recipient is required to have an audit based on guidelines in OMB Circular A-133. The audit becomes part of the reporting package that is required to be submitted to the Federal clearinghouse. If there are audit findings or questioned costs associated with this Agreement, a copy of the reporting package is also to be submitted to WDFW within thirty (30) days of the completed audit. If there are no audit findings or questioned costs the Sub-Recipient may provide WDFW with either the reporting package or written notification that an audit was conducted and that there were no findings or questioned costs within thirty (30) days of the completed audit.

Section 20: Debarment Certification and Compliance

By execution of this Agreement, Sub-Recipient certifies to WDFW that it is not delinquent on any federal debt pursuant to OMB Circular A-129, and that it is not or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency pursuant to government-wide regulations (E.O.'s 12549 and 12689). In addition, by execution of this Agreement, Sub-Recipient certifies it will comply with the Clean Air Act (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), as amended. Violations will be reported to WDFW, the USFWS, and the Regional Office of EPA. If Sub-Recipient cannot certify this statement, attach a written explanation for review by WDFW.

Section 21: Counterparts

This Agreement may be executed in counterparts with like effect as if all signatures appeared on a single copy.

ATTACHMENT D

SPECIAL PROVISIONS

WDFW Agrees to:

- A. Serve as the recipient of the Grant and coordinate a Project Grant Pass-Through Agreement to Sub-Recipient, make application for reimbursement with USFWS under the Grant, and receive Grant funds for the Project in an amount not to exceed \$216,815.00 (Two Hundred Sixteen Thousand Eight Hundred Fifteen U.S. Dollars).
- B. Provide Sub-Award Amount to Sub-Recipient subject to availability, for the acquisition of Property and for all approved and properly invoiced reimbursement charges specific to Project, limited to purchase price, closing costs, real estate excise tax and/or Phase I Environmental Site Assessment..
- C. Make timely payments to Sub-Recipient for all eligible reimbursements or deposits into Escrow, in accordance with the terms outlined in **Section 18: Billing and Reimbursement Procedures, of the General Provisions** (Attachment C).
- D. Review all acquisition documents, protective covenants required by Grant, escrow instructions, etc. associated with the acquisition of the Property.

Sub-Recipient Agrees to:

- A. Acquire ownership of the Property in accordance with the terms and conditions of the Agreement.
- B. Furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the Purpose of the Agreement as set forth in the Agreement.
- C. Facilitate the acquisition of the Property, including without limitation, managing communications with the landowner and performing all due diligence.
- D. Consult with WDFW on the preparation of all acquisition documents, protective covenants required by Grant, escrow instructions, etc. and comply with all applicable terms and conditions therein.

- E. Provide in-kind match approved by USFWS valued at least 31.9% of the Total Project Amount, for the Property acquired and any project related expenses (incurred by either Party) whether or not the Property is acquired.

Special Conditions

The following conditions are specifically applicable to the acquisition of real property using federal funds; other conditions may also apply.

- A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the Government-wide regulations implementing this Act as published by the U.S. Department of Transportation in 49 CFR Part 24.
- B. The purpose for which the Property will be used is a determinant of whether other conditions will apply. The following are examples of these conditions, which should be taken into consideration prior to the acquisition.
 - 1. If construction is anticipated in a floodplain or wetland, then Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands) will apply.
 - 2. If the site has known or potential cultural or historic importance, the National Historic Preservation Act of 1966 will apply.
 - 3. If the site contains, or the proposed use may impact, endangered species, Section 7 of the Endangered Species Act will apply.
 - 4. If the intended use of the Property is anticipated to trigger the development of an Environmental Assessment (EA) or an Environmental Impact Statement (EIS), the EA or EIS will apply to the acquisition.
- C. Lands or waters may not be acquired for the purpose of mitigating fish or wildlife habitat losses, where the obligation to mitigate is incurred by another federal or state agency.
- D. Sub-Recipient issued news releases or other publications referring to the acquisition of the Property shall acknowledge that funding was made possible through the USFWS and WDFW. Sub-Recipient shall send two copies of such publications to WDFW with a transmittal that identifies the sender and the publication.
- E. Unless waived by WDFW, WDFW and the USFWS have the non-exclusive right to obtain, reproduce, publish or otherwise use the data first produced under this Agreement and authorize others to receive, reproduce, publish, or otherwise use the data.