



GRANT AGREEMENT - EPA FUNDS

TITLE: Regreen Everett Behavior Change Campaign **WDFW NUMBER:** 23-23154
GRANTEE: City of Everett **CONTRACT PERIOD:** 08/01/2023 to 06/30/2027
TYPE: Payable / Grant / Sub-Recipient Fed EPA **CONTRACT AMOUNT :** \$443,715.00

A. PARTIES TO THIS CONTRACT

This contract is entered into between the Washington State Department of Fish and Wildlife (WDFW), Post Office Box 43200, Olympia, WA 98504-3200; and City of Everett (Grantee), 3002 Wetmore Ave Ste 8A, Everett, WA 98201-4073; and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF CONTRACT

The purpose of this contract is to provide a grant award to the Grantee for the project specified herein. For this contract the Environmental Protection Agency is the Federal awarding agency, WDFW is the pass-through entity, and the Grantee is the subrecipient.

C. DESCRIPTION OF PROJECT

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

Attachment - A - General Terms and Conditions
 Attachment - B - Contract/Project Summary
 Attachment - C - Special Terms and Conditions
 Attachment - D - Statement of Work

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

D. PERIOD OF PERFORMANCE

The performance period under this contract shall commence on 08/01/2023 and terminate on 06/30/2027. No expenditures made before or after this period are eligible for reimbursement unless incorporated by written amendment into this contract. The contract may be terminated or the performance period extended pursuant to terms set forth in Attachment A.

E. COMPENSATION / PAYMENT

The total dollars provided by WDFW for this contract shall not exceed \$443,715.00 minus any matching requirements identified in this contract. The Grantee shall be responsible for all project costs exceeding this amount. Only eligible reimbursement activities that are in direct support of the project deliverables identified in this contract will be reimbursed. Any additional services provided by the Grantee must have prior written approval of WDFW.

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

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

F. RIGHTS AND OBLIGATIONS

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

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

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

H. ORDER OF PRECEDENCE

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

Applicable Federal and State of Washington statutes and regulations.

Attachment - A - General Terms and Conditions.

Attachment - C - Special Terms and Conditions

Attachment - D - Statement of Work, and

Any other provision, term or material incorporated herein by reference or otherwise incorporated.

I. CONTRACT REPRESENTATIVES

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

Grantee's Representative

Apryl Hynes

(425) 257-8992

ahynes@everettwa.gov

WDFW's Project Manager

Jennifer Griffiths

PO Box 43143

Olympia, Washington, 98504-3143

(360) 706-4302

Jennifer.Griffiths@dfw.wa.gov

J. ENTIRE CONTRACT

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

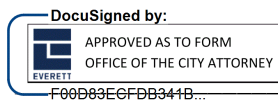
K. APPROVAL

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

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

APPROVED AS TO FORM:

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE



9/7/2023

SIGNATURE AND DATE

DocuSigned by:
Jeff Hugdahl
835412FC0979456...

9/11/2023

SIGNATURE AND DATE

Tim Benedict

DCA

TIM BENEDICT, DEPUTY CITY ATTORNEY

Jeff Hugdahl

Contracts Manager

PRINTED NAME AND TITLE

CITY OF EVERETT

Cassie Franklin

9/8/2023

SIGNATURE AND DATE

Cassie Franklin Mayor

CASSIE FRANKLIN, MAYOR

ATTEST: Signed by:

Marista Jorve

9/8/2023

SIGNATURE AND DATE

Marista Jorve City Clerk

MARISTA JORVE, CITY CLERK

Attachment A -**GENERAL TERMS AND CONDITIONS
Grant Agreement - EPA Funds****DEFINITIONS**

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

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

ACCESS TO DATA

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

ADVANCE PAYMENTS PROHIBITED

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

AMENDMENTS

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

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

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

ARCHAEOLOGICAL AND CULTURAL RESOURCES

The work conducted by the GRANTEE is subject to Compliance with all applicable local, state, and federal cultural resources laws and regulations. These may include, but are not limited to, Governor's Executive Order 21-02 (EO 21-02), the State Environmental Policy Act, the National Historic Preservation Act, and the National Environmental Policy Act. Compliance must be completed and documentation provided by the GRANTEE to WDFW prior to the start of any work on project site(s).

- A. Notice of Cultural Resources Completion. No work shall commence in the project area until WDFW has provided a notice of cultural resources completion. WDFW may require on-site monitoring for impacts to cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid cultural resource impacts or concerns. All cultural resources requirements for non-ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement. WDFW will not reimburse the GRANTEE for any deliverables or other invoices requiring a notice of cultural resources completion until the GRANTEE has demonstrated compliance.
- B. Discovery of Human Remains. If *human skeletal remains* are found while conducting work under this contract, the GRANTEE shall immediately stop any activity that may cause further disturbance. The area

of the find will be secured and protected from further disturbance until WDFW provides notice to proceed.

The GRANTEE or their subcontractors must immediately notify WDFW, the Washington State Department of Archaeology and Historic Preservation (DAHP) and either the Cultural Resources Program Manager or Tribal Historic Preservation Officer of all affected Tribes. The GRANTEE will also report the finding of *human skeletal remains* to the county medical examiner/coroner and local law enforcement in the most expeditious manner possible. The remains will not be touched, moved, or further disturbed. The county medical examiner/coroner will assume jurisdiction over the *human skeletal remains* and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the *human skeletal remains* are non-forensic, then they will report that finding to DAHP, who will then take jurisdiction over the remains.

DAHP will notify any appropriate cemeteries and all affected Tribes of the find. The Washington State Physical Anthropologist will make a determination of whether the *human skeletal remains* are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected Tribes. DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the *human skeletal remains* (RCWs 68.50.645, 27.44.055, and 68.60.055).

- C. Discovery of Cultural Resources. If suspected *cultural resources* are found while conducting work under this contract, the GRANTEE shall immediately stop any activity that may cause further disturbance. The GRANTEE or their Contractors must immediately notify the WDFW Project Manager. WDFW will contact DAHP and the Cultural Resources Program Manager or Tribal Historic Preservation Officer of all affected Tribes to alert them to a possible identification of cultural resources. The GRANTEE'S ARCHAEOLOGIST will confirm the find represents archaeological material(s) or feature(s) and notify the GRANTEE, WDFW Project Manager, and the WDFW ARCHAEOLOGIST. The GRANTEE's ARCHAEOLOGIST will provide photos of the archaeological material(s) or feature(s) with an appropriate scale. The WDFW Project Manager, in cooperation with the WDFW ARCHAEOLOGIST, will contact DAHP and affected Tribes to identify appropriate points of contact and send the provided photos. WDFW, DAHP, and affected Tribes will consult to determine next steps.

If it can be determined at this step that the material(s) or feature(s) represent a potentially significant archaeological site, the GRANTEE will be advised of interim protective measures. Work may resume outside the affected area plus any necessary buffer, unless the WDFW ARCHAEOLOGIST directs otherwise.

WDFW will initiate Tribal and DAHP consultation regarding evaluation of the find's significance, potential for effects caused by the project, and subsequent treatment plans or Memoranda of Agreement (MOA)s.

Wherever possible, the preferred treatment of significant archaeological resources and historic sites will be in situ preservation. If a treatment plan requires that such resources be excavated or removed, an agreement must first be reached between WDFW, the GRANTEE, and the consulting parties before work can proceed. Failure to abide by this section can result in immediate termination of this contract in addition to any other remedies allowed by law.

ASSIGNMENT

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

ATTORNEYS' FEES

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

BUILD AMERICA, BUY AMERICA

The GRANTEE is subject to the Buy America Sourcing requirements under the Build America, Buy America provisions of the [Infrastructure Investment and Jobs Act](#) (IIJA) (P.L. 117-58, §§70911-70917) for the types of infrastructure projects under the EPA program and activities specified in the [chart, "Environmental Protection Agency's Identification of Federal Financial Assistance Infrastructure Programs Subject to the Build America Buy America Provisions of the Infrastructure Investment and Jobs Act."](#) None of the funds provided under this contract may be used for a project of infrastructure unless all iron and steel, manufactured products, and construction materials that are consumed in, incorporated into, or affixed to an infrastructure project are produced in the United States. The Buy America preference requirement applies to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds. The GRANTEE must implement these requirements in its procurements, and these requirements must flow down to all subawards and contracts at any tier. For legal definitions and sourcing requirements, the recipient must consult EPA's [Build America, Buy America website](#) and the Office of Management and Budget's (OMB) [Memorandum M-22-11, Initial](#)

[Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#). The GRANTEE may submit a waiver request to the AGENCY. A list of approved EPA waivers (general applicability and project specific) is available on the EPA [Build America, Buy America website](#).

CENTRAL CONTRACTOR REGISTRATION AND UNIQUE ENTITY IDENTIFIER

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

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

CONSULTANT CAP

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by the GRANTEE shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages>, 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 GRANTEE will pay these in accordance with their normal travel reimbursement practices). Subcontracts with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the subcontract provide the GRANTEE with responsibility for the selection, direction and control of the individuals who will be providing services under the subcontract at an hourly or daily rate of compensation.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract. In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the contract by the GRANTEE. The

rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

EPA's conflict of interest (COI) policy is posted at <http://www.epa.gov/ogd/coi.htm>. The GRANTEE must notify WDFW of any potential conflicts of interest identified in EPA's COI Policy within 5 calendar days of the discovery of the potential COI.

COST PRINCIPLES AND AUDIT REQUIREMENTS

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

COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

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

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, the GRANTEE hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

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

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

In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, the EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this contract for Federal purposes.

COVENANT AGAINST CONTINGENT FEES

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

CYBERSECURITY

The GRANTEE agrees to comply with the current EPA general terms and conditions "Cybersecurity". The terms and conditions can be found on the EPA Grants Terms and Conditions Website.

For STATE AGENCIES:

http://www2.epa.gov/sites/production/files/2015-07/documents/state_grant_cyber_security_condition.pdf.

For TRIBES:

http://www2.epa.gov/sites/production/files/2015-07/documents/tribal_grant_cyber_security_condition.pdf.

For Other Recipients:

http://www2.epa.gov/sites/production/files/2015-07/documents/cyber_security_grant_condition_for_other_recipients.pdf.

DAVIS BACON AND RELATED ACTS

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

DISADVANTAGED BUSINESS ENTERPRISE

The Grantee agrees to comply with the requirements of the Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

DISALLOWED COSTS

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

DISPUTES

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

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the GRANTEE'S name, address, and contract number; and
 - Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the AGENT and the requester within 5 calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 calendar days. The AGENT may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

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

DRUG FREE WORKPLACE

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

seven (7) calendar days after the GRANTEE learns of the conviction.

DUPLICATE PAYMENT

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

ENTIRE AGREEMENT

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

EQUIPMENT MANAGEMENT

The GRANTEE may keep any equipment funded through this contract and continue to use it on the project originally funded through this contract or on other federally funded projects whether or not the project or program continues to be supported by federal funds. If the GRANTEE is a state agency, the GRANTEE will manage and dispose of equipment acquired under this contract in accordance with state laws and procedures.

FEDERAL DEBARMENT AND SUSPENSION

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

FEDERAL EMPLOYEES

The GRANTEE understands that none of the funds provided through this contract (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the GRANTEE as authorized by a Federal statute.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

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

FINAL INVOICE

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

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this contract shall be construed to conform to those laws. In the event of an inconsistency in the terms of this contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

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

GOVERNING LAW

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

HOTEL FIRE SAFETY ACT

The Grantee agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part by this contract complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

INDEMNIFICATION

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

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

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

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

INDEPENDENT CAPACITY OF THE GRANTEE

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

INDIRECT COSTS

The GRANTEE is entitled to reimbursement of indirect costs, subject to any statutory or regulatory administrative cost limitations, if the GRANTEE has a current Federally-approved indirect cost rate agreement or have submitted an indirect cost rate proposal to their cognizant federal agency for review and approval and a final rate has been determined by the cognizant agency. The GRANTEE is responsible for maintaining an approved indirect cost rate for the life of this contract. If the GRANTEE has a difference between their provisional rate and final rate the GRANTEE is not entitled to more than the contract value without prior approval from WDFW. The GRANTEE must send its proposal to its cognizant federal agency within six (6) months after the close of the governmental unit's fiscal year. If the GRANTEE is an Indian tribe and does not have a previously established indirect cost rate, the GRANTEE must submit their indirect costs rate proposal to the National Business Center, Indirect Cost Services, U.S. Department of the Interior, 2180 Harvard Street, Suite 430, Sacramento, CA 95815-3317. The GRANTEE will comply with the audit requirements in accordance with 2 CFR 200 Subpart F.

INDUSTRIAL INSURANCE COVERAGE

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

INSURANCE

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect

the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the GRANTEE or Subcontractor, or agents of either, while performing under the terms of this contract.

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

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

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

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

LICENSING, ACCREDITATION AND REGISTRATION

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

LIGHT REFRESHMENTS AND/OR MEALS

The GRANTEE will obtain prior approval from WDFW for the use of contract funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events).

LIMITATION OF AUTHORITY

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

MANAGEMENT FEES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not reimbursable under this contract. 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.

MATCHING FUNDS

The GRANTEE shall be responsible for providing matching funds as indicated in the contract (if any). If the GRANTEE is responsible for matching funds they shall state the amount of match used during the billing period and the cumulative amount of match used to date on every invoice submitted for payment to the AGENCY. The GRANTEE shall comply with the uniform administrative rules on matching or cost sharing for Federal grants and cooperative agreements and subawards as contained in 2 CFR Section 200.

MINORITY, WOMEN AND VETERAN-OWNED BUSINESSES

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

Pursuant to 40 CFR, Section 33.301, the GRANTEE agrees to make six good faith efforts whenever procuring construction, equipment, services and supplies funded through this contract, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance

with the six good faith efforts shall be retained by the GRANTEE.

NONDISCRIMINATION

During the performance of this contract, both parties shall comply with all federal and state nondiscrimination laws, regulations and policies, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and, if applicable, Section 13 of the Federal Water Pollution Control Act Amendments of 1972. In the event of the GRANTEE'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further contracts with the AGENCY. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

PREVAILING WAGE

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

PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. The GRANTEE shall ensure its directors, officers, employees, Subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. The GRANTEE and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The GRANTEE agrees to indemnify and hold harmless the AGENCY for any damages related to the GRANTEE'S unauthorized use of personal information.

PROCUREMENT STANDARDS

The GRANTEE will meet the procurement standards contained in 2 CFR 200.317 through 2 CFR 200.326.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

As required by 2 CFR 200.216, the GRANTEE is prohibited from obligating or expending loan or grant funds to procure or

obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

RECOGNITION OF EPA FUNDING

The Grantee will ensure that reports, documents, signage, videos, or other media, developed as part of projects funded by this contract contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement through the Washington Department of Fish and Wildlife. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency or the Washington Department of Fish and Wildlife, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this contract will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RECYCLED PRODUCTS

The Grantee agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this contract. If a governmental entity, the Grantee shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (42 USC 6962), including but

not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12872 as they apply to procurement.

RESTRICTIONS ON LOBBYING AND LITIGATION

The GRANTEE certifies that under the requirements of Lobbying Disclosure Act, 2 USC, Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The GRANTEE also ensures that no funds awarded through this contract will be used to engage in litigation against the federal government unless authorized under existing law.

RIGHT OF INSPECTION

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

SAVINGS

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

SEVERABILITY

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

SITE SECURITY

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

STATEWIDE VENDOR PAYMENT REGISTRATION

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

<https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>.

SUBCONTRACTING

Neither the GRANTEE nor any Subcontractor(s) shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. AGENCY may deny the use of specific subcontractors if the subcontractors would not be eligible, under federal rules and regulations, to be funding subrecipients. In no event shall the existence of the subcontract operate to release or reduce the liability of the GRANTEE to the AGENCY for any breach in the performance of the GRANTEE's duties. This clause does not include contracts of employment between the GRANTEE and personnel assigned to work under this contract.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this contract are carried forward to any subcontracts. The GRANTEE and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

TERMINATION

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

TERMINATION FOR CAUSE

In the event the AGENCY determines the GRANTEE has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

TERMINATION PROCEDURES

Upon termination of this contract, the AGENCY, in addition to

any other rights provided in this contract, may require the GRANTEE to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AGENCY shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the GRANTEE and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the GRANTEE such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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

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

7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the GRANTEE and in which the AGENCY has or may acquire an interest.

TRAFFICKING VICTIMS PROTECTION ACT

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

UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS

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

<u>Federal Grantor Agency</u>	<u>2 CFR Chapter</u>
Environmental Protection Agency	XV

WAIVER

A failure by either party to exercise its rights under this contract

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

WHISTLEBLOWER PROTECTION

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

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL JOHN HEIDINGER 7/5/2023

**Attachment B -
CONTRACT/PROJECT SUMMARY**

TITLE: Regreen Everett Behavior Change Campaign	WDFW CONTRACT NUMBER: 23-23154		
PERIOD: 08/01/2023 to 06/30/2027 GRANTEE: City of Everett GRANTEE CONTACT: Apryl Hynes (425) 257-8992 CONTRACT TYPE: Payable / Grant / Sub-Recipient Federal - EPA	WDFW PROJECT MANAGER: Jennifer Griffiths (360) 706-4302		
SUMMARY CONTRACT DESCRIPTION: This project will engage urban property owners at the headwaters of Lake Washington (Sammamish River Watershed) to increase vegetation in riparian management zones in two city of Everett basins, Swamp and North creek thereby improving water quality and watershed resilience to climate change.			
Master Index Number(s): 37308			
CFDA Number	Award Year	Award Number	Research & Development?
66.123 Puget Sound Action Agenda: Technical Investigations and Implementation Assistance/Environmental Protection Agency			No

Attachment C - SPECIAL TERMS AND CONDITIONS

1. Summary

This project will engage urban property owners at the headwaters of Lake Washington (Sammamish River Watershed) to increase vegetation in riparian management zones in two city of Everett basins, Swamp and North creek thereby improving water quality and watershed resilience to climate change.

2. Description of all Project Requirements

The Grantee will perform the project as described in Attachment "D" (Statement of Work).

3. Reporting Requirements

a. Semiannual Reports. The Grantee shall submit a performance report to the WDFW Project Manager once every six months using the reporting tool supplied by WDFW, unless otherwise specified in this Contract. This report shall include brief information on each of the following areas:

- A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
- The reasons for slippages if established outputs/outcomes were not met; and
- Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

The reporting periods for these reports are from October 1 to March 31 and from April 1 to September 30 for each year of the contract. Performance reports are due to the WDFW Project Manager not later than fifteen (15) calendar days after the end of each reporting period.

b. Final Report. The Grantee will submit a final performance report to the WDFW Project Manager not later than sixty (60) calendar days after contract termination. The final report will generally contain the same information as contained in semiannual reports, but will cover the entire project period.

4. Budget

WDFW will reimburse the Grantee for allowable costs as described in the budget contained in Attachment "D" in accordance with the deliverable and invoice requirements provided in the Habitat Strategic Initiative Lead Funding Guidelines for Subrecipients of EPA Puget Sound Geographic Program Funds located at <https://pspwa.box.com/v/HSI-NEPGrantGuidance>. Final payment is contingent on the approval and acceptance of all deliverables identified in Attachment "D" by the WDFW Project Manager.

5. Peer Review

The results of the project funded through this contract may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Grantee's 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 WDFW Project Manager prior to releasing any final reports or products resulting from the funded study.

6. Electronic and Information Technology Accessibility

The Grantee is subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable

accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology (“EIT”). In compliance with Section 504, EIT systems or products funded by this contract must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient’s websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, the EPA encourages recipients of EPA grant funds to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities. Recipients may wish to consult the latest Section 508 guidelines issued by the US Access Board or W3C’s Web Content Accessibility Guidelines (WCAG) 2.0 (see <http://www.access-board.gov/sec508/guide/index.htm>).

7. Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 and April 9, 2013; or the October 28, 2013 guidance previously agreed to by Lead Organizations). These documents are available from WDFW on request. For projects involving riparian buffer restoration in agricultural areas, the Grantee shall confirm with WDFW in writing projects’ consistency with the recommendations referenced above. When evaluating project proposals, WDFW will consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the Grantee must submit to WDFW the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

8. WQX

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

9. Quality Assurance Requirements

Acceptable Quality Assurance documentation must be submitted to the WDFW Project Manager within 30 days of acceptance of this contract or another date as negotiated with the WDFW Project Manager. The Washington Department of Ecology's National Estuary Program (NEP) Quality Coordinator supports quality assurance for EPA-funded NEP projects. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this contract until the WDFW Project Manager or the NEP Quality Coordinator has approved the Grantee's quality assurance document. The Grantee will submit all Quality Assurance documentation to the following address; please copy the WDFW Project Manager on all correspondence with the NEP Quality Coordinator listed at: <https://ecology.wa.gov/Issues-and-local-projects/Investing-in-communities/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees>.

10. Geospatial Data Standards

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

11. Information Collection Requirements

The Grantee agrees to comply with the requirements of the Paperwork Reduction Act in completing the project under this contract. Because the scope of work includes a survey, a questionnaire or similar information-gathering activity, the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 *et seq.*), requires the EPA to obtain Office of Management and Budget (OMB) clearance prior to the Grantee's collection of information by means of identical questions posed to 10 or more persons. The Grantee will provide to WDFW the following information: (1) description of the information to be collected; (2) explanation of the need for the information; and (3) to whom the survey is being directed.

12. International Travel (Including Canada)

All International Travel must be approved by EPA's Office of International and Tribal Affairs (OITA) through WDFW BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. The Grantee will contact WDFW as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that WDFW can obtain appropriate approvals from EPA Headquarters.

13. Animal Subjects

The Grantee agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. The Grantee also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20, 1985).

**Attachment D -
STATEMENT OF WORK**

See separate attachment

PUGET SOUND

National Estuary Program

Attachment D



PUGET SOUND

National Estuary Program

Attachment D

STATEMENT OF WORK

Regreen Everett Behavior Change Campaign

Subrecipient Organization: City of Everett
Investment Priority: Behavior Change
Action Agenda Strategy: Strategy #1 Smart Growth, Action #2 Reduce barriers to infill and redevelopment in high-growth areas.

Implementation Strategy alignment: Land Development and Cover

Subaward Coalition: Snohomish Conservation District

Subrecipient Contacts:

Grant Manager: Apryl Hynes, ahynes@everettwa.gov, 425-257-8992
3200 Cedar St., Everett, WA 98201

Grant Admin: Shaun Bridge, sbridge@everettwa.gov, 425-257-8823,
3200 Cedar St. Everett WA, 98201

Fiscal Office: Tatiana Sarmiento, tsarmiento@everettwa.gov, 425-257-8744,
3200 Cedar St. Everett WA, 98201

Signatory Authority: Cassie Franklin, cfranklin@everettwa.gov, 425-257-7112,
3200 Cedar St. Everett WA, 98201

Habitat Strategic Initiative Lead (HSIL) Contacts:

Subaward Manager: Teresa Miskovic, teresa.miskovic@dnr.wa.gov, 564-200-3509
1111 Washington St. SE Olympia, WA 98504

Subaward Admin email: nep.grants@dfw.wa.gov

Effective Date: August 1, 2023
Expiration Date: June 30, 2027
Not to Exceed: \$ 443,715

STATEMENT OF WORK

Regreen Everett Behavior Change Campaign

PUGET SOUND

National Estuary Program

Subrecipient Organization: City of Everett
Investment Priority: Behavior Change
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OVERVIEW

This project will engage urban property owners at the headwaters of Lake Washington (Sammamish River Watershed) to increase vegetation in riparian management zones in two city of Everett basins, Swamp and North creek thereby improving water quality and watershed resilience to climate change. These basins were evaluated using a prioritization tool called FutureShed, which ranks each basin, from most impaired due to impervious area to least impaired by impervious area. The analysis showed both basins have the highest impairment levels and best potential for improvement through developing underutilized lands and road retrofits. The City's PROS (Parks, Recreation and Open Space) plan also identified Swamp and North creek as having less than twenty-five percent tree canopy and higher contingents of vulnerable populations that need resources, opportunity and investment to help connect them to green and natural spaces. The WRIA 8 Chinook Salmon Conservation Plan (2005) and the WRIA 8 10-Year Update of the Salmon Conservation Plan (2017) identified riparian planting and streamside landowner outreach and education about riparian stewardship and BMP implementation as key implementation strategies needed to protect and increase watershed

PUGET SOUND

National Estuary Program

resilience to climate change. This project will design and implement an urban stream regreen campaign, working with individual property owners in riparian management zones to increase plantings. The initial phase will identify and survey properties and local stakeholders to ascertain the barriers, benefits, and motivators to adopting this practice, which will then inform the campaign's design elements. After the initial pilot is evaluated, a year 2 launch will work to increase reach and larger contiguous clusters (or regreen clusters) in areas where property owners initially took advantage of the pilot.

Under the Land Development & Cover habitat implementation strategy to reduce barriers to infill and redevelopment in UGAs, there is a key opportunity in the Action Agenda to “improve the well-being of people living in high-growth areas by clearly defining needs for and increasing access to green spaces”. This project makes progress towards this outcome by increasing people's connection to nature, plants, trees, and water in their own backyards. Environmental justice priorities are addressed by targeting two specific basins within the city of Everett that have been shown to have the following combined environmental and demographic indicators:

- High population density
- High density of People of Color
- Low median income
- Little to no immediate access to a park or a trail
- Prevalence of “heat islands” or areas with high impervious surfaces, coupled with a lack of tree canopy
- Close proximity to heavy traffic roads which impact local air quality and other environmental health factors
- Less than twenty percent tree canopy

Given that this is a behavior change campaign, extensive time will be spent on outreach, surveys and stakeholder questionnaires to identify the barriers, challenges and opportunities this community (or audience) has to this specific behavior. Once these barriers are identified, social marketing principles will be engaged to design an incentivized approach that addresses, or all together removes, some of the possible barriers to action. By utilizing private property owners who live within riparian management zones, we hope to provide the first of many solutions that can start to make a difference to some of the environmental factors or disparities within North and Swamp creek - to take a step towards working collaboratively to build healthy, sustainable communities.

GOALS & MEASURABLE OBJECTIVES

The goal of this project is to incorporate social marketing principles to strategically address local stream water quality degradation and elevate the wellbeing of its residents living in high-growth areas by pinpointing opportunities where property owners can restore riparian areas. The key objective is to design a campaign that addresses the motivations and barriers this audience may have to implementing habitat protection on their property. Once the pilot campaign is executed, the effectiveness of the incentive-based pilot will be evaluated and then modified with the goal of increasing participation the following year. This secondary effort will enhance the campaign's reach by not only retaining previous successful campaign elements but amplifying the momentum from word-of-mouth and neighborhood visibility of the pilot campaign. This will improve the likelihood of contiguous tree canopy and vegetation along multiple, clustered properties in riparian areas of North and Swamp creek.

The desired outputs for this campaign include:

- A successful pilot campaign that identifies and addresses at least some of the barriers and motivators to property owners installing and planting trees on their properties.

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- Amplified participation in the second year of the campaign to increase clustering of riparian buffering.
- Increased vegetation in North and Swamp creek riparian management zone.
- Expanded tree canopy and riparian forest cover in local urban streams.

The desired outcomes for this campaign include:

- Reduced water quality concerns.
- Increased government engagement in overburdened communities.
- Improved community engagement with local water quality issues.
- Increased watershed resilience to impacts from climate change including stream flow and water temperature

TASKS & DELIVERABLES

The City of Everett (hereafter referred to as the subrecipient) will manage all project components, including but not limited to subcontract(s), invoice submission, budget, and deliverable completion and submission. The subrecipient will submit deliverables and invoices to the Habitat Strategic Initiative Lead (HSIL) subaward manager. Deliverables and invoice submission procedures are described in the [HSIL Subrecipient Manual](#).

The following are tasks, deliverables, and target completion dates associated with this this subaward:

►► TASK 1. Project Development

This task must be completed before initiating any other work under this subaward. **Work completed on other tasks prior to completion of Task 1 may be ineligible for reimbursement.**

1.1 DEVELOP PROJECT PLAN

The subrecipient will complete the project plan template describing the work necessary to achieve the subaward deliverables. The template includes a timeline, workplan, budget, project success measures, and storytelling metrics. The Habitat Implementation Strategy (IS) lead and subaward manager will have the opportunity to provide input on the template and establish mutual expectations. The template provides the framework for quarterly reporting (Task 2.1) and clear communication between the HSIL and the subrecipient.

1.2 CULTURAL RESOURCE REVIEW

HSIL facilitates the review of projects for potential impacts to cultural resources, except as those listed below.

State or Federally Managed Lands.

Cultural resources compliance for projects implemented on state or federally owned or managed lands will be the responsibility of the land managing agency, regardless of subrecipient.

Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the subrecipient must provide HSIL documentation from the state or federal land managing agency's cultural resources responsible official demonstrating compliance with all applicable cultural resource laws and regulations.

The subrecipient shall follow HSIL guidance and directives to assist it with such review as may apply.

The subrecipient will work with the HSIL subaward manager to fulfill cultural resource review

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requirements. Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the subrecipient.

Task 5 may not begin until the required consultation and review processes and documentation have been approved by the HSIL in coordination with the WDFW Cultural Resources Division.

No work shall commence in the project area until the HSIL has provided a notice of cultural resources completion. The HSIL may require on-site monitoring for impacts to cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to cultural resource impacts or concerns. All cultural resources requirements for non-ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.

At all times, the subrecipient shall take reasonable action to avoid, minimize, or mitigate adverse effects to cultural resources in the project area, and comply with any HSIL direction to manage adverse effects such as project re-design, relocation, or mitigation.

All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The subrecipient must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Subrecipient shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

HSIL retains the right to terminate a project due to anticipated or actual impacts to cultural resources.

INADVERTENT DISCOVERY PLAN

Using the WDFW-provided template, the subrecipient will adopt an Inadvertent Discovery Plan (IDP). If subrecipients would like to use a template used by their organization, they will work with the HSIL Subaward Manager to ensure the template contains all information required by WDFW Cultural Resources Division. Subrecipients are required to keep a copy of the IDP at all the project sites at all times.

If any archaeological or historic resources are found while conducting work under this Agreement, the subrecipient shall immediately stop work and notify:

HSIL/WDFW: HSIL subaward manager
DAHP: Dr. Lance Wollwage - 360-586-3064

HSIL/WDFW will contact any affected Tribe. Immediately stop any activity that may cause further disturbance to the archeological or historic resources.

If ground disturbing activities encounter human skeletal remains during construction, then all activity will cease that may cause further disturbance to those remains. The area of the find will be secured and protected from further disturbance until the State provides notice to proceed. The finding of human skeletal remains will be reported to the county medical

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examiner/coroner and local law enforcement in the most expeditious manner possible. The remains will not be touched, moved, or further disturbed. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains (RCWs 68.50.645, 27.44.055, and 68.60.055).

INADVERTENT DISCOVERY PLAN TRAINING

Subrecipient will take an IDP training from a resource approved by the HSIL subaward manager. Subrecipient will submit documentation via email of IDP training completion including the type of training (in-person or virtual), the provider of training, training date, and staff trained.

Additional Cultural Resources Review and Consultation upon Work Zone Identification

When specific project “work zones” are identified,

1) HSIL will require the subrecipient to provide written documentation that project review and consultation has occurred as provided for in applicable local, state, and federal laws and regulations and that no adverse impacts/effects have been identified or agreement to mitigation has been reached. This documentation will be provided by a person meeting the Secretary of the Interior’s qualifications for professional archaeologist and approved by the WDFW Cultural Resources Division.

- OR -

2) HSIL will continue consultation to identify whether any archaeological or historic archaeological site, historic building/structure or traditional/sacred place studies are needed before a project may proceed, as provided in EO 21-02. The subrecipient may need to provide supplemental information may include maps, monitoring, surveys, or other requirements contingent on consultation with tribes and the Department of Archaeology and Historic Preservation (DAHP).

The following process will be followed:

- i. The subrecipient will submit the WDFW Cultural Resources Intake Form and provide a map or shapefile (polygons) of the project location(s).
- ii. Additionally, the subrecipient may provide written documentation that project review and consultation has occurred as provided for in applicable local, state, and federal laws and regulations and that no adverse impacts/effects have been identified or agreement on mitigation has been reached
- iii. WDFW will review the information submitted in (i) and (ii) and make one of the following determinations:
 - a. Subrecipient has provided sufficient documentation per (i) and (ii) may proceed or,
 - b. Project-specific consultation should be initiated with a specific supplementation information recommendation.

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- iv. If a project-specific consultation is recommended, HSIL will initiate a project-specific consultation with the affected Tribes and Department of Archeological and Historic Preservation.
- v. Following the initial consultation, HSIL will confirm with subrecipient the required supplemental information required as deliverables under this Task.
- vi. Required supplemental information will be provided to HSIL for WDFW approval and communication to consulting parties.
- vii. Work may begin on related tasks when HSIL provides a notice to proceed.

1.3 INFORMATION COLLECTION REQUIREMENTS

If the project includes a survey, questionnaire, or similar information-gathering activity posed to 10 or more people, the subrecipient will be required to obtain approval as required under the Paperwork Reduction Act (PRA). If requesting information from fewer than ten people or groups, but they represent the majority or all of an industry or sector, PRA clearance may be required. Regardless of whether the information collection is voluntary (i.e., the public is not required by law to provide information) or mandatory, the PRA treats the information collection the same. Work expenses related to the design, administration, or collection of surveys cannot be reimbursed without prior approval from the OMB.

Subrecipients will work with the subaward manager to provide the required information to EPA for Office of Management and Budget (OMB) approval. Any work that requires Information and Collection Requirements cannot begin until after the OMB approval is complete. These are tasks 4.2, 4.3, 5, and 6. Task 4.1 may begin prior to ICR completion.

Summary of Task 1 Deliverables

Deliverable Number	Deliverable	Target Completion Date
1.1	Project Plan	October 10, 2023
1.2a	Completed Inadvertent Discovery Plan	January 10, 2024
1.2b	Documentation via email of IDP training completion	January 10, 2024
1.2c-i	WDFW Cultural Resources Intake Form and initial map or shape file (polygons) of project locations	April 10, 2024
1.2c-i	Map of individual project locations	As project locations are identified - TBD
1.2c-ii	Written documentation that project review and consultation has occurred	April 10, 2024
1.2c-iii	Supplementation information to be specified	April 10, 2024
1.3	Copy of EPA and OMB approval of information and collection tasks	July 10, 2024

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TOTAL ESTIMATED COST FOR TASK 1: \$19,630

►► TASK 2. Project Administration and Reporting

Task 2 describes project administrative and reporting requirements. The subrecipient will refer to and comply with all underlying state and federal terms and conditions.

2.1 PROGRESS REPORTING AND INVOICING

The subrecipient will submit quarterly progress reports by the specified target completion dates to the subaward manager as described in the [HSIL Subrecipient Manual](#).

Quarterly reporting periods are:

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

Progress reports shall include:

- A description of:
 - Work completed for each task/deliverable during the reporting period, including what deliverables were completed and submitted during the reporting period.
 - Success measures or storytelling metrics completed during the reporting period.
 - Status for ongoing project tasks.
 - Challenges affecting task-specific or overall project completion date(s), scope of work, or costs.

The subrecipient will submit invoices at least quarterly, but no more frequently than monthly.

2.2 MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE (MBE/WBE) REPORTING

Subrecipients will submit MBE/WBE utilization reports each year as required by EPA terms and conditions included in this contract. Reports will be in the format described in the [HSIL Subrecipient Manual](#) and will include all qualifying purchases or will clarify that no qualifying purchases were made. MBE/WBE reporting periods are from October 1 to September 30 annually. Reports are due to the subaward manager 15 calendar days after the end of each reporting period.

2.3 CONTRACTS AND SUBAWARDS

The subrecipient will pass-through funds through subawards to applicant coalition partners (Snohomish Conservation District) to achieve the goals of this subaward. The subrecipient will provide copies of the final pass-through agreement.

2.4 CLOSE-OUT REPORT

The subrecipient will complete a final Close-out report using an HSIL provided template. The Close-out report will summarize methods, results, analyses, lessons learned, success of achieving success measures and recommendations for future work.

Summary of Task 2 Deliverables

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Deliverable Number	Deliverable	Target Completion Date
2.1	Quarterly progress reporting, including update on undergrad student work. (Quarter 1) (Quarter 2) (Quarter 3) (Quarter 4)	 Annually on April 10 Annually on July 10 Annually on October 10 Annually on January 10
2.2	MBE/WBE Reporting	Annually on October 10
2.3	Copy of executed pass-through agreements	October 10, 2023
2.4a	Draft Close-out Report	May 1, 2027
2.4b	Final Close-out Report that incorporates HSIL comments	June 1, 2027

TOTAL ESTIMATED COST FOR TASK 2: \$45,990

►► TASK 3. Broader Impacts and Communication

The subrecipient will communicate project outcomes, lessons learned, and recommendations for next steps. The project factsheet, presenting at the Salish Sea Ecosystem Conference and participation in the HSIL subrecipient summit are required tasks. The subrecipient will also complete a webpage, story map, neighborhood workshops and presentation at one or more conferences.

3.1 PROJECT FACTSHEETS

Using the project factsheet template provided, the subrecipient will complete an initial one-page project factsheet at the outset of the grant and a final one-page factsheet at the end of the grant. The initial factsheet will provide an overview of the project and a brief description of the subrecipient's organization. The subrecipient will submit the initial factsheet with the first quarterly progress report. The subrecipient will submit the final factsheet at the end of the grant to summarize project outcomes, lessons learned, and next steps. The HSIL will make the factsheets publicly available through the website <https://pugetsoundestuary.wa.gov/>.

3.2 SALISH SEA ECOSYSTEM CONFERENCE (SSEC) ATTENDANCE AND PRESENTATION

Subrecipients are required to attend the Salish Sea Ecosystem Conference and submit an abstract for an oral or poster presentation. Conference registration documentation and, if accepted, a copy of the conference abstract and presentation, will be provided as deliverables. Provide documentation of "non-acceptance" if not accepted.

3.3 HSIL SUBRECIPIENT SUMMIT

HSIL is committed to building community and supporting knowledge exchange among HSIL subrecipients. HSIL will organize an annual gathering of active subrecipients to provide an opportunity for them to exchange information and connect on shared interests and goals for Puget Sound Recovery.

3.4 PRESENTATIONS AND WORKSHOPS

The subrecipient will present on project outcomes, recommendations, lessons learned and the results at one or more relevant conference(s) (e.g. [Municon](#) or [STORM](#) symposium) and a habitat restoration, behavior change or environmental

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justice focused conference or symposium (e.g. SPARKS conference). The HSIL will be notified one month prior to the presentation to allow adequate time for the HSIL to distribute to the list serve of the upcoming presentation. Subrecipient will seek pre-approval from the subaward manager for conference participation expenses proposed to be charged to this task. The subrecipient will also conduct at least annually a neighborhood education and outreach workshop and submit any workshop materials developed (attendance sheet, factsheet, brochures, postcards etc.). It is recommended that the subrecipient present after the Task 5 pilot is complete to solicit feedback to incorporate into the Task 6 “relaunch”.

3.5 WEBSITE & STORY MAP

The Subrecipient will develop a Regreen Everett Webpage and Story Map to educate the public on the new behavior change campaign and how the campaign is connected to the long-term, system scale recovery planning efforts for North and Swamp Creek. The Webpage and Story Map will integrate multiple initiatives highlighted on the City’s website including the Stormwater Management Action Plan ([SMAP](#)) which identifies North Creek as a priority basin and the [Sustainability and Climate Action Plan](#), which envisions Everett as a leader in sustainability, climate action and the green economy. The goal of the Regreen Everett Webpage and Story Map is to spotlight outreach in highly urbanized, overburdened communities; highlight antidotal stories of people's increased connection to nature, plants, trees, and water; and underscore actions that individuals can take to improve water quality in their own backyard.

Summary of Task 3 Deliverables

Deliverable Number	Deliverable	Target Completion Date
3.1a	Initial Project Factsheet	October 10, 2023
3.1b	Final Project Factsheet	June 1, 2027
3.2a	SSEC conference registration	With quarterly report submitted after conference registration
3.2b	SSEC submitted conference abstract or documentation of “non-acceptance”	With quarterly report submitted after conference abstract submitted
3.2c	If SSEC abstract accepted, copy of poster or presentation.	With quarterly report submitted after conference presentation
3.3	Attendance at annual HSIL subrecipient summit	Annually on April 10, 2024 – April 10, 2027
3.4a	Conference abstracts and presentations	With quarterly report submitted after conference presentation
3.4b	Workshop material developed	With quarterly report submitted after workshop
3.5a	Link to draft webpage and story map	October 10, 2026
3.5b	Link to final webpage and story map	June 1, 2027

TOTAL ESTIMATED COST FOR TASK 3: \$35,110

►► TASK 4. Social Marketing Research & Survey Development

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The subrecipient will perform formative social marketing research, a situational analysis, and audience surveys to shape the development of the Regreen Everett behavior change campaign. A cross-sectional advisory group of city staff, stakeholders, and partners will advise on the development of Task 4 to ensure equity and inclusion. A variety of audience research methods will be used to best design a behavior campaign with the intent to identify barriers, opportunities and social considerations that influence possible successful adoption of said behavior. Green stormwater infrastructure and water quality data, along with individual property assessments, will be compiled and evaluated for audience targeting and feasibility. Task 4.2 and 4.3 may not begin until the Information Collection Requirements (ICR) are approved by OMB.

Work completed on task 4.2 and 4.3 prior to the completion of the ICR process and approval may be ineligible for reimbursement. Task 4.1 may begin prior to the completion of the ICR process.

4.1 SOCIAL MARKETING RESEARCH

The social marketing research will identify property owners and local stakeholders to ascertain the barriers, benefits, and motivators to planting and maintaining trees and other vegetation on their properties to increase riparian buffer widths and functions. This research will inform the campaign's design elements. The methodology and technical considerations for achieving the desired outcomes for this task are:

- Pinpoint target audience using GIS-based tools, County and city tree tag data and other water quality data points.
- Convene a cross sectional advisory group of city staff and partners to conduct a situational analysis, assessing the internal and external strengths, weaknesses, opportunities, and threats.
- Develop a verified list of potential property owners in the North and Swamp Creek basins.
- Complete a data memo including property owner identification, methodology, mapped target audience and the reasoning as to why chosen.
- Compile formative research and literature review of other incentive-based programs to glean successes and opportunities. A research report will be completed with audience and situational research review results.

4.2 SURVEY DEVELOPMENT

Utilizing the information collected in task 4.1, the subrecipient will develop an online survey to collect information from property owners as well as an in-depth stakeholder questionnaire to collect key insights to identify and weigh areas of conflict, motivators, barriers (real or perceived) to adopting said behavior. The subrecipient will use multi-media approaches and leverage local natural gathering spots (i.e., library, community centers) to recruit property owners to gauge interest and measure knowledge, attitudes and behaviors. A survey analysis reports will be completed that breaks down how the survey was distributed, to whom and the identified results.

4.3 LANDOWNER OUTREACH PLAN & MATERIALS

Based on the results of the survey implemented in Task 4.2, an incentive-based program and communication plan will be developed that breaks down the design campaign elements, logistics of recruitment and planting, roles, responsibilities and timeline, key messaging and details of workshop components. The plan will be consistent with the WDFW Riparian Ecosystems, Volume 2: Management Recommendations. A portfolio of education and outreach materials will be developed that includes all produced education pieces, participant evaluation/feedback form, translated materials, and engagement and education strategies (postcards, tree planting guide, etc.). This task will included:

- Homeowner packet (on-site permission letter, maintenance agreement, participation feedback form, etc.).
- Plan (included in program and communication plan) for material translations based on the demographic needs of the North and Swamp creek audience.
- Training module for staff who might canvas in selected neighborhoods.

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Summary of Task 4 Deliverables

Deliverable Number	Deliverable	Target Completion Date
4.1a	Verified list of potential property owners in the North and Swamp Creek basins and property owner map	October 10, 2023
4.1b	Data memo	January 10, 2024
4.1c	Research report and annotated bibliography	April 10, 2024
4.1d	Advisory group meeting agendas, attendance, copies of presentations, meeting notes	Annually on April 10 Annually on July 10 Annually on October 10 Annually on January 10
4.2a	Landowner survey and stakeholder questionnaire	October 10, 2024
4.2b	Survey analysis report	April 10, 2025
4.3a	Program and communication plan	April 10, 2025
4.3b	Draft outreach materials	January 10, 2025
4.3c	Final outreach materials	April 10, 2025
4.3d	Homeowner packet	April 10, 2025
4.3e	Training module	April 10, 2025

TOTAL ESTIMATED COST FOR TASK 4: \$127,965

►► TASK 5. Implementation

The Subrecipient will implement an incentive-based, behavior change campaign using a social marketing framework, developed through formative research in task 4 that identified drivers of decisions and the needs of the target audience. The subrecipient and task team will create a detailed campaign program plan that addresses the educational and behavior change priorities set forth from the research phase. They will recruit and work with interested private property owners. Implementation will include site visits, stream workshops, developing riparian planting plans, establishing landowner agreements, purchasing native trees and shrubs/vegetation, site preparation, plant installation documentation, and any additional assistance. Translated education outreach materials and guides will be used, as needed.

5.1 LANDOWNER OUTREACH

Using the marketing and educational materials developed in task 4, launch the outreach and education campaign to include workshops, mailers, and other outreach tactics to outreach to riparian management zone property owners/managers. Site visits will be conducted to provide technical assistance and follow up with technical assistance letters and development of riparian planting plans. Collaborate with willing property owners on a riparian buffer planting project and request feedback on the participation process. Site visit logs including summary of site locations and outcomes will be submitted quarterly.

5.2 RIPARIAN PLANTINGS

The subrecipient will work with at least five interested private property owners to design site specific planting plans and landowner agreements, purchase native trees and shrubs/vegetation, site preparation, plant installation, installation documentation, and development of maintenance agreements and/or assistance. Maintenance agreements will include information on how to maintain plantings and prevent invasive species. Planting plans and maintenance agreements will

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be consistent with the WDFW Riparian Ecosystems, Volume 2: Management Recommendations. Cultural resource consultation will be completed for each site. Plantings will be implemented utilizing a combination of property owner labor, restoration field crew labor, and community volunteer events.

Summary of Task 5 Deliverables

Deliverable Number	Deliverable	Target Completion Date
5.1a	Documentation of Mailers/deployment of outreach materials	July 10, 2025
5.1b	Site visit logs	Annually on April 10 Annually on July 10 Annually on October 10 Annually on January 10
5.1c	Workshop materials, agendas, attendance sheets	October 10, 2025
5.2a	Documentation of landowner agreements & long-term maintenance agreement	January 10, 2026
5.2b	Documentation of cultural resource consultation and approval for each site.	January 10, 2026
5.2c	Before and after photos	July 10, 2026
5.2d	Documentation of invasive species removal and site preparation	July 10, 2026
5.2e	Riparian planting plan / site map	July 10, 2026
5.2f	Maintenance Plan	July 10, 2026

TOTAL ESTIMATED COST FOR TASK 5: \$110,680

►► TASK 6. Evaluation & Adaptive Management

The subrecipient will design and implement survey tools to track impacts and outcomes of tasks using social marketing and survey guidelines. These evaluation outcomes will guide the subrecipient and task team for the second year campaign relaunch, which will include many of the same elements of Task 4 but will incorporate any newly presented opportunities and keep all previously identified successful key campaign elements. By relaunching a refined campaign, we hope to create multiple, clustered properties.

6.1 TRACK & EVALUATE OUTCOMES

The subrecipient will develop an evaluation report that will debrief and evaluate how the pilot campaign went to determine what worked well and what improvements can be made. It will also report on lessons learned and opportunities for improvement. The subrecipient will also assess how task 5 implementation went and where there were identified opportunities to create regreen clusters. A campaign redesign memo will be completed that outlines what components of the pilot will be revised based on lessons learned and participant evaluations.

6.2 REFINE & RELAUNCH CAMPAIGN

Based on the evaluation report, the campaign will be relaunched where opportunities were identified to create regreen clusters. Relaunch deliverables include summary of site locations and outcomes, copy of planting plans and landowner agreements. Post-planting monitoring and maintenance will be completed for property owners participating in the

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incentive program. Site visit log including summary of site visits and outcomes will be submitted quarterly. Documentation of cultural resource consultation and approval for each site including intake form and map or shape file will be submitted as deliverables.

Summary of Task 6 Deliverables

Deliverable Number	Deliverable	Target Completion Date
6.1a	Draft evaluation report	May 10, 2026
6.1b	Final evaluation report with HSIL comments incorporated.	July 10, 2026
6.1 c	Campaign redesign memo	July 10, 2026
6.2a	Site visit log	Annually on April 10 Annually on July 10 Annually on October 10 Annually on January 10
6.2b	Documentation of landowner agreements & long-term maintenance agreement	April 10, 2027
6.2c	Documentation of cultural resource consultation	January 10, 2027
6.2d	Before and after photos	June 1, 2027
6.2e	Documentation of invasive species removal and site preparation	June 1, 2027
6.2f	Riparian planting plans / site maps/maintenance plans	June 1, 2027

TOTAL ESTIMATED COST FOR TASK 6: \$104,340

TOTAL GRANT AMOUNT: \$443,715

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HABITAT STRATEGIC INITIATIVE NEP GRANT

PROJECT BUDGET AND NARRATIVE

Project Name:

Regreen Everett Behavior Change Campaign

Project Sponsor:

City of Everett

Not to Exceed (\$):

\$443,715

Begin Date:

Aug 1, 2023

Award Fiscal Year:

FY 23

End Date:

Jun 30, 2027

Add deliverable columns and summary task columns as needed. Deliverables listed must match deliverables described in the project's Statement of Work.

Deliverable Number Description of Deliverable	1.1 Project Plan	1.2 Cultural Resources Review	1.3 Information Collection Requirements	TOTAL TASK 1	2.1 Quarterly Progress Reports	2.2 MBE/WBE reporting	2.3 Contracts and Subawards	2.4 Close-Out Report
Personnel	\$2,164.80	\$4,407.10	\$2,361.60	\$8,933.50	\$9,880.40	\$314.88	\$3,148.80	\$2,920.60
Fringe Benefits	\$909.15	\$1,850.90	\$991.80	\$3,751.85	\$4,149.60	\$132.24	\$1,322.40	\$1,226.60
Travel		\$75.00		\$75.00				
Equipment (anything over \$5,000)				\$-				
Supplies				\$-				
Contractual Total	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Contract 1				\$-				
Contract 2				\$-				
Other Total	\$-	\$5,590.00	\$-	\$5,590.00	\$13,410.00	\$-	\$7,170.00	\$-
Other - General				\$-				
Other - Participant Support Costs				\$-				
Other - Snohomish CD	\$-	\$5,590.00	\$-	\$5,590.00	\$13,410.00	\$-	\$7,170.00	\$-
Other - Subaward 2				\$-				
Indirect/Overhead	\$307.40	\$633.30	\$335.34	\$1,276.04	\$1,403.00	\$44.71	\$447.12	\$414.72
Total	\$3,381.35	\$12,556.30	\$3,688.74	\$19,630.00	\$28,843.00	\$491.83	\$12,088.32	\$4,561.92

BUDGET NARRATIVE		
Personnel		Senior Public Information Education Specialist, FT, \$39.36/hr. for 2,923 project hrs. (Program and Grant Manager: responsible for (Project technical advisor: review all data, maps, water quality reporting, presentations, and on-site assessments & plantings that staff: campaign implementation at the neighborhood level and some administrative tasks throughout the grant period.) GSI Map situational analysis.) Public Information Education Specialist, FT, \$33.67/hr. for 320 project hrs. (web page development, educati

Fringe Benefits		Full-Time (FT) employees are 42% fringe benefit (3618 TOTAL HOURS x 42%), which includes: Senior Public Information Education Specialist, FT, \$39.36/hr. for 2,923 project hrs., Surface Water Compliance Specialist, FT, \$55 \$33.67/hr. for 320 project hrs. Seasonal FT employees are 11% fringe benefit (745 HOURS x 11%), which includes: Seasonal DL, Seasonal/Temporary FT, \$32.00/hr. for 745 project hrs.
Travel		It is estimated to be about 20 miles round trip from Everett Public Works Service Center to the southern-most tip of North creek, and summits for Task 2, in case they are in person, instead of virtual There will be multiple trips to the North and Swamp creek area for Task 2 - Task 5. Task 1: 120 miles (\$75.00), Task 2: no miles, Task 3: 1,000 miles (\$625.00), Task 4:120 miles (\$75.00), Task 5: 2,000 miles (\$1,250)
Equipment (<i>anything over \$5,000</i>)		N/A
Supplies		Supplies will mostly consist of marketing outreach for survey and to gauge participation. It will also include supplies for neighborl Marketing - pilot campaign Postcard prints (1,000 postcards x \$0.75) \$ 750 Postage (direct mail) \$0.55 x 1,000 = \$ 550 Secondary outreach postcard = \$1,300 Flyers for posting = \$ 50 Door hangers (0.20 x 1000) \$ 200 Marketing - relaunch Postcard prints (1,000 postcards x \$0.75) \$ 750 Postage (direct mail) \$0.55 x 1,000 = \$ 550 Secondary outreach postcard (selective group) = \$590 Flyers for posting = \$ 50 Workshops (with property owners) for pilot and relaunch Various plants to demonstrate what might be planted = \$350, Homeowners guide/packet (\$1.50 x 150) = \$225
Contractual		N/A
Other		Snohomish Conservation District will be the sub-award and coalition partner for the grant, \$179,477
Indirect/Overhead		The City of Everett does not have a federally approved indirect rate at this time therefore an indirect cost of 10% was applied to
Matching dollars or resources being provided for this project (optional):		

DEFINITIONS		
Personnel		Wages and salaries for staff engaged in project implementation. Break down costs by staff type, by rates, and hours. Identify pro
Fringe Benefits		Employeeer costs for providing a package of benefits beyond salary or wages. Can be described as a percentage of wage costs.
Travel		Include the method used to calculate travel costs (mileage rate; estimated miles traveled). Costs must not exceed the Washingto
Equipment		Items with a value greater than \$5,000 per unit and a useful life of more than 1 year. Items with a unit cost of less than \$5,000 ar is more economical to purchase rather than lease.

<i>Supplies</i>		Material costs that are not equipment. Describe quantities and unit costs of supplies.
<i>Contractual</i>		Any subcontracts for services or products funded with EPA financial assistance must be awarded under the competitive procurement summary of scope, subcontractor's qualifications, the basis for the estimate (e.g., engineers estimate or firm fixed bid), and the s Refer to the Sample Award Template in Appendix 4 for additional requirements listed in the terms and conditions related to the p
<i>Other</i>		Costs should be described by the nature of the expense and the method of estimation. The following subcategories should be used: services. Other - Subaward: Subaward to applicant coalition partners. Include the subrecipient name, amount, and a brief description category. Other - Participant Support Costs: Advisory group stipends.
<i>Indirect/Overhead</i>		State the indirect cost rate used in the proposed budget. Indirect costs are limited to the organization's federally approved indirect rate, indirect costs are limited to not more than 10% of direct costs. Documentation of the federally approved indirect rate benefits, travel, supplies, contractual and other-general. Indirect costs are not applied to equipment, other - subawards, and other

The following costs are not eligible for funding.
<div><div></div><div>o Proposal submittal costs</div><div>o Management fees or similar charges in excess of the direct costs and indirect costs. Expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, un</div><div>o Mitigation requirements or obligatory compensation incurred by the sponsor or a third-party. Funding, however, may be provided for actions associated with compensation or mitigation, if those</div><div>o Lobbying or litigation against Federal, State or local Governments</div><div>o Ordinary operating expenses of local government, such as the salaries and expenses of a mayor, city council member, city attorney, etc., overtime differential paid to employees of local governme</div><div>o Bad debts, uncollected accounts or claims</div><div>o Alcoholic beverages</div><div>o Interest and other financial costs</div><div>o Raffle, door, or other prizes unless authorized by the Grant Program</div></div>

TOTAL TASK 2	3.1 Project Factsheets	3.2 Salish Sea Ecosystem Conference	3.3 HSIL Subrecipient Summit	3.4 Presentations and Workshops	3.5 Website and Story Map	TOTAL TASK 3
\$ 16,264.68	\$ 1,085.00	\$ 4,495.00	\$ 1,574.40	\$ 2,133.40	\$ 7,885.40	\$ 17,173.20
\$ 6,830.84	\$ 455.68	\$ 1,887.80	\$ 661.25	\$ 896.03	\$ 3,311.60	\$ 7,212.36
\$ -		\$ 125.00	\$ 250.00	\$ 250.00		\$ 625.00
\$ -						\$ -
\$ -						\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -						\$ -
\$ -						\$ -
\$ 20,580.00	\$ -	\$ 3,565.00	\$ -	\$ 2,002.00	\$ 2,030.00	\$ 7,597.00
\$ -						\$ -
\$ -						\$ -
\$ 20,580.00	\$ -	\$ 3,565.00	\$ -	\$ 2,002.00	\$ 2,030.00	\$ 7,597.00
\$ -						\$ -
\$ 2,309.55	\$ 154.07	\$ 650.78	\$ 248.57	\$ 327.94	\$ 1,119.70	\$ 2,501.06
\$ 45,990.00	\$ 1,694.75	\$ 10,723.58	\$ 2,734.22	\$ 5,609.37	\$ 14,346.70	\$ 35,110.00

oversight on all grant required Task 1 - Task 6 deliverables.) Surface Water Compliance Specialist, FT, \$55.90/hr. for 250 project hrs. occur within North and Swamp creek.) Seasonal Day Laborer, Seasonal/Temporary FT, \$32.00/hr. for 745 project hrs. (seasonal ping Tech, FT, \$37.10/hr. for 125 project hrs. (GSI Mapping Tech: data and map compiling for the North and Swamp creek, on materials, social marketing research, online postings/information and branding of presentation materials.)

.90/hr. for 250 project hrs., GSI Mapping Tech, FT, \$37.10/hr. for 125 project hrs., Public Information Education Specialist, FT,
along the city limits. The current IRS mileage rate is \$0.625/mile. Mileage has also been included for travel to and from conferences
), Task 6: 2,000 miles (\$1,250)
hood outreach, including in-field workshops and/or stream presentations. Proposal includes two outreach efforts, pilot and relaunch
personnel, fringe benefits, travel, and supplies.
ject roles for project managers and key staff.
n State per diem rates.
e deemed to be supplies, pursuant to 40 CFR 31.3 and 30.2. If applicable, provide an itemized list of equipment and indicate why it

nent procedures of 2 C.F.R. Part 200. Itemize individual subcontracts associated with implementing the proposed work including a tatus of the sub-contract (e.g., bid documents prepared or RFP released). Indicate whether contractual costs have been finalized. procurement and costs associated with contractual awards including the Consultant Cap and Disadvantaged Business Enterprise.
ed in the narrative description: Other - General: Meeting rooms, meals, light refreshments, conference fees or registration, phone tion of the purpose for each. For-profit orgnaizations are not eligible for subawards and should be included in the Contractual
ct rate as negotiated with the organization's federal cognizant agency. If the organization does not have a federally approved ite will be required before subaward execution. Indirect costs can be applied to the following budget categories: personnel, fringe er - participant costs.

foreseen liabilities, or for similar costs are not allowable under this agreement. elements are above and beyond the mitigation requirements and can be easily isolated from the required mitigation activities.
nt, and permits and fees required by federal, state, or local regulations.

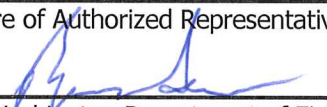
Federal Funding Accountability and Transparency Act Data Collection Form

This contract 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. Your organization must have a Unique Entity Identifier (UEI) to comply with the ACT and be eligible to enter into this contract. Contact the System for Award Management (SAM) at www.SAM.gov if you don't know your organization's UEI, or need to get a free UEI. The Washington Department of Fish and Wildlife (WDFW) also encourages registration with the System for Award Maintenance (SAM) to reduce data entry by both WDFW and your organization. Register with SAM free of charge at <https://uscontractorregistration.com>. Information about your organization and this contract will be reported by WDFW to the federal government as required by Title 2 CFR, Part 25. This information will then be made available to the public by the federal government on USASpending.gov.

CONTRACTOR

1. Legal Name/DBA City of Everett	2. Unique Entity Identifier LVPSLN4A2LF6												
3. Principle Place of Performance 3200 Cedar Street													
3a. City Everett	3b. State Washington												
3c. Zip+4 98201	3d. Country USA												
4. Are you registered in SAM? <input checked="" type="checkbox"/> YES (skip to signature block. Sign, date and return) <input type="checkbox"/> NO													
5. In the preceding fiscal year did your organization: <ul style="list-style-type: none"> a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and c. 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 1(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. 													
<input checked="" type="checkbox"/> NO (skip to signature block. Sign, date and return) <input type="checkbox"/> YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization).													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name Of Official</th> <th style="width: 30%;">Total Compensation</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> <tr><td>5.</td><td></td></tr> </tbody> </table>		Name Of Official	Total Compensation	1.		2.		3.		4.		5.	
Name Of Official	Total Compensation												
1.													
2.													
3.													
4.													
5.													
Note: "Total compensation" for 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.													

By signing this document, the Authorized Representative certifies the information.

Signature of Authorized Representative 	Print Name Ryan Sass	Date 8/16/2023
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The Washington Department of Fish and Wildlife will not approve your contract until this form is completed and returned.

FOR WASHINGTON DEPARTMENT OF FISH AND WILDLIFE USE ONLY

WDFW Contract Number:

Amount of the award/contract:

Sub-award Project Description (see instructions and example below)

Instructions for Sub-award Project Description:

In the first line of the description provide a title for the sub-award that captures the main purpose of the subrecipients work. Then, indicate the name of the subrecipient and provide a brief description that captures the overall purpose of the sub-award, how the funds will be used, and what will be accomplished.

Example of a Sub-award Project Description:

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco free treatment environments.