

**SUBAWARD AGREEMENT BETWEEN SNOHOMISH COUNTY AND CITY OF EVERETT  
FOR ROUTE AND COST BENEFIT ANALYSIS TO RELOCATE  
WATER TRANSMISSION LINE NO. 5**

Date of Execution through August 31, 2027

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This Subaward Agreement Between Snohomish County and the City of Everett to conduct an analysis for the relocation of the City's water transmission line #5 (TL #5) out of the Chinook Marsh habitat restoration area (this "Agreement"), is made by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Everett, a Washington municipal corporation (the "City")

**RECITALS**

- A. The National Oceanic and Atmospheric Administration (NOAA) awarded federal Transformational Habitat and Coastal Resilience Grant funds to the Washington Department of Fish and Wildlife (WDFW), Award No. NA24NMF463C0059-T1-01 beginning September 1, 2024 (the "NOAA Grant") for work on a series of projects and activities described in the proposal entitled "Transformational Chinook Recovery in South Whidbey Basin Watersheds Phase 2";
- B. WDFW awarded a portion of the NOAA Grant funds in the amount of Eight Hundred Twenty-Six Thousand One Hundred Twenty-Four dollars (\$826,124.00) to Snohomish County as a sub-recipient in WDFW Grant Agreement No. 24-26673 (the "County Grant") to implement certain proposal projects as well as to sub-award and perform grant administration for other projects in the South Whidbey Basin;
- C. The County Grant identifies the City as a sub-awardee and requires the County to enter into an agreement to pass through NOAA Grant funds in the amount of Five Hundred Thousand Dollars (\$500,000.00) to the City to conduct an analysis of a new route(s) to move the City's water transmission line #5 (TL #5) out of the Chinook Marsh habitat restoration area, and to conduct a Benefit-Cost Analysis for relocation of TL #5;

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

**1. PURPOSE OF AGREEMENT**

The County received NOAA Grant funding from WDFW as part of the "Transformational Chinook Recovery in Whidbey Basin Watershed Phase 2" proposal through the County Grant to implement certain projects as well as to sub-award and perform grant



administration for other projects in the South Whidbey Basin. The purpose of this Agreement is to sub-award a portion of the grant funding and contract with the City to analyze the potential relocation of the City's water transmission line #5 (TL #5) as described in Appendix A (the "Scope of Work"), attached hereto and incorporated herein by this reference. The source of funds for this Agreement is the County Grant, attached hereto as Appendix E and incorporated herein to the extent referenced by this Agreement. Summary information of the NOAA Grant Award No. NA24NMF463C0059-T1-01 with the County as a pass-through entity is attached hereto as Appendix D.

Regardless of anything to the contrary in this Agreement or in the County Grant, the City has no obligation to relocate the City's TL #5, and, even if the City does determine to relocate TL #5, the City has no obligation to follow the recommendations of the analysis funded under this Agreement. The City makes no relocation commitments by entering into this Agreement. The City's relocation decision(s) will be informed by the analysis funded under this Agreement and other factors as determined by the City, all at the City's sole discretion.

## **2. DURATION OF AGREEMENT**

The term of this Agreement is the date of execution (the "Effective Date") through August 31, 2027 (the "Term") unless extended or terminated as provided herein. The County's obligations after December 31, 2025, are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter. In the event funding becomes unavailable for work to be performed pursuant to this Agreement, all work shall terminate in accordance with provisions of this Agreement upon the last day of funding.

## **3. SCOPE OF WORK**

- A. The City shall furnish the necessary personnel, equipment, material, parts, and/or services and otherwise to do all the things necessary for or incidental to the performance of work set forth in Appendix A.
- B. The City will not be required to perform work for the County in excess of work specified in the Appendices except by mutual agreement to a written amendment to this Agreement.

## **4. PERFORMANCE**

The City agrees to satisfy all aspects of this Agreement, including the Appendices, in a timely and professional manner. The City further agrees to adhere to all terms, conditions, assurances, and certifications set forth in the County Grant in Appendix E. At any time that the City cannot fulfill its responsibilities under this Agreement, the City shall notify the County thereof in writing, together with an explanation of why said responsibilities cannot be fulfilled. Failure to perform shall be cause for the County to terminate. A decision by



the County not to terminate after a failure by the City to meet its responsibilities shall not constitute a waiver of the right to terminate based on such failed responsibility nor a forfeiture of the County's right to terminate in the future.

## **5. SUBCONTRACTING**

- A. The City shall not enter into any subcontracts for any of the work contemplated under this Agreement without the prior written approval of the County. In no event shall the existence of a subcontract operate to release or reduce the liability of the City to the County for any breach in the performance of the City's duties under this Agreement. This clause does not include contracts of employment between the City and personnel assigned to work under this Agreement.
- B. The City is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement and the County Grant are carried forward to any subcontracts. The City 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 County or as provided by law.
- C. If, at any time during the progress of the work, the County determines in its sole judgment that any subcontractor is incompetent, the County shall notify the City, and the City shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by the County of any subcontractor or the termination of a subcontractor shall not relieve the City of any of its responsibilities under this Agreement, nor be the basis for additional charges to the County.

## **6. ADMINISTRATION OF AGREEMENT**

Each party to this Agreement shall designate an individual who may be designated by title or position to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:  
Surface Water Management  
Attn: Darcey Hughes  
Snohomish County Dept. of Conservation  
and Natural Resources  
3000 Rockefeller Ave, M/S 303  
Everett, WA 98201  
Email: darcey.hughes@snoco.org

City's Initial Administrator:  
City of Everett Public Works  
Attn: Randy Loveless, P.E.  
3200 Cedar St  
Everett, WA 98201  
Email: rloveless@everettwa.gov

Either party may change its administrator at any time by sending notice of such party's new administrator to the other party's administrator.

## **7. MONITORING**



- A. The County shall monitor the performance of the City's work under this Agreement. The County shall examine work product, quarterly reports and invoices submitted by the City, and shall render decisions concerning acceptability of work and payment of invoices. In the event that the City makes a written request for information from the County relative to completion of the City's work, the County shall respond either by providing such information, if available, within a reasonable time period, or by providing a rationale for the County's inability to provide such information.
- B. Upon the City's submittal of any report, invoice or other information required by the scope of work, the County may accept, reject, request modifications to, or request additions to the work, as the County deems appropriate.

## **8. COMPENSATION**

- A. The County will reimburse the City for work accomplished pursuant to this Agreement and the budget as set forth in Appendix B to this Agreement. Reimbursement for such work will not be made until the work is accepted by the County. The City shall include a progress report which itemizes the City's total work and an hourly rate apportioned amongst the various tasks as detailed in Appendix B. The hourly rate shall include salary and fringe benefits only. The sum of work performed by the City pursuant to this Agreement shall be invoiced as described in Section 9 of this Agreement.
- B. In no event shall the compensation to be provided under this Agreement exceed **\$500,000**.
- C. The County does not guarantee funding beyond the 2025 calendar year. Future funding will be governed by performance, availability of funds in view of competing demands, and value of products generated.
- D. The source of funds for this Agreement is the County Grant, attached as Appendix E. Such funds shall be used only in fulfilling work specified in Appendix A. If a reduction of funds occurs, the County may unilaterally terminate all or part of this Agreement or may reduce the scope of work detailed in Appendix A.

## **9. INVOICING AND PAYMENT**

- A. The City shall submit all invoices quarterly to:

Department of Conservation and Resources  
Surface Water Management  
Attn: Connie Price, Contract Specialist  
3000 Rockefeller Ave., M/S 303  
Everett, WA 98201



**Email to: [SWMContracts@snoco.org](mailto:SWMContracts@snoco.org)**

- B. An example of the detail required for each invoice submittal is included in Appendix C to this Agreement.
- C. Invoices shall be submitted within thirty (30) days of the end of the first three quarters, and within ten (10) days of the end of the last quarter. Said invoices shall be for services performed in fulfillment of this Agreement and shall include an accounting of time spent on tasks identified in Appendix A. Upon expiration of this Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.
- D. The County will provide reimbursement within thirty (30) days of accepting work detailed in a written invoice, provided the invoice clearly identifies work performed and costs incurred as described in Appendix B, and that the work as specified in Appendix A has been accomplished.

#### **10. CERTIFICATION REGARDING FEDERAL DISBARMENT AND SUSPENSION**

Funding for this Agreement is provided through federal funding sources. The City, by signing this Agreement, certifies that neither it nor its "principals" (as defined in 49 CFR 29.105) is presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The City agrees not to enter into any arrangements or other contracts in connection with this Agreement 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>.

#### **11. AUDIT AND INSPECTION**

The City shall maintain records pursuant to this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The City's records shall be available for inspection and audit by the County, the State Auditor, federal auditors, and any persons duly authorized by the parties. The City shall preserve and make such records available to said parties until expiration of six (6) years from the date of final payment under this Agreement.

#### **12. ENTIRETY OF AGREEMENT**

This Agreement constitutes the entire agreement between the County and the City and supersedes all proposals, oral and written, and all other communication between the parties in relation to the subject matter of this Agreement. No other agreement exists between the County and the City with regards to the instant subject matter except as expressly set forth



in this instrument. Except as otherwise provided herein, no modification of this Agreement shall be effective until reduced to writing and executed by both parties.

### **13. AGREEMENT ALTERATIONS AND AMENDMENTS**

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

### **14. TERMINATION**

- A. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the County may, without advance notice and without liability for damages, terminate this Agreement by providing written notice to the City. The termination shall be effective on the date specified in the termination notice. The City shall continue to perform their obligations through the date of termination. The obligation of the County to make final payment shall survive the termination of this Agreement.
- B. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- C. The County and City may terminate this Agreement by written, mutual consent of both parties with thirty (30) days' notice to be given by either party unless other timing is mutually agreeable. Both parties shall continue to perform their obligations through the date of termination.

### **15. RESPONSIBILITIES OF THE PARTIES**

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



## **16. RIGHTS AND REMEDIES**

- A. In no event shall any payment by the County to the City constitute a waiver by the County of any breach of covenant or any default that may exist on the part of the City. The making of any such payment by the County while any such breach or default exists shall in no way impair or prejudice any of the County's rights and remedies, hereby expressly recognized, to recover payments or portions thereof, to which the City was not entitled under this Agreement, where any payments were made by mistake, or to pursue any other remedy available to the County with respect to breach or default of this Agreement.
- B. In the event the County terminates this Agreement pursuant to Sections 14, the County will not be held liable for any monetary loss incurred by the City due to termination.

## **17. HOLD HARMLESS**

- A. The City agrees to protect, defend and hold harmless the County, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the City, its officials, employees and agents in performing this Agreement except for those arising out of the negligence of the County. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the City, and the City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.
- B. In the event that the County incurs any judgment, award and/or cost including reasonable attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the City. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.
- C. Nothing contained within this Section shall affect and/or alter the application of any other term or condition of this Agreement. This hold harmless agreement and waiver of immunity was mutually and expressly negotiated and agreed between the County and the City. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.



## **18. RELATIONSHIP TO EXISTING LAWS**

This Agreement 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 Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. Any provisions of the Grant funding associated with the Agreement;
3. Statement of Work; and
4. Any other provisions of the Agreement, including materials incorporated by reference.

The parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

## **19. NONASSIGNMENT**

The City shall not subcontract, assign or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent by the County.

## **20. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the Agreement as determined by the County.

## **21. INDEPENDENT CONTRACTOR**

The City will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that the City is not entitled to any benefits or rights enjoyed by employees of the County. The City specifically has the right to direct and control the City's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance.

## **22. PUBLIC RECORDS ACT**

This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW.



**23. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

**24. MISCELLANEOUS**


- A. No obligation in this Agreement shall limit the City in fulfilling its responsibilities otherwise defined by law.
- B. No obligation in this Agreement shall limit the County in fulfilling its responsibilities otherwise defined by law.

IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the last date of the last party to sign.

**THE COUNTY:**

By Harper, Lacey Digitally signed by Harper, Lacey  
Date: 2025.10.14 11:43:00 -07'00'  
County Executive Director Date

**THE CITY:**

By  08/12/2025  
Date  
Title: Cassie Franklin, Mayor



**Approved as to Form:**

Kraft-Klehm, Jessica Digitally signed by Kraft-  
Klehm, Jessica  
Date: 2025.07.01  
12:24:53 -07'00'

Deputy Prosecuting Attorney



## **Appendix A Scope of Work**

### **Description:**

Funds in the amount of \$500,000 will be allocated to the City of Everett (the City) as a subawardee under Snohomish County, to hire consultants to conduct an analysis of new routes to move the City's water transmission line #5 (TL #5) out of the Chinook Marsh habitat restoration footprint in the form of a Route Study, and to conduct a Benefit-Cost Analysis (BCA) for relocation of TL #5. The Route Study and BCA, defined in Task 2 and Task 3 below, may be combined into a single consultant contract or be performed under separate consultant contracts at the City's option. Consultants must be hired using a competitive process. The City will pursue reimbursement for City staff direct costs related to consultant contract(s), including selection and management, technical reviews, data research, and reporting.

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

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The City will prepare and submit Progress Reports, invoicing, and Final Reports, as required.

- The City will work directly with WDFW Estuary and Salmon Restoration Program (ESRP) and NOAA to develop NOAA Progress Reports, including report content that describes project milestones and activities.
- The City will submit NOAA Progress Reports and Final Report as directed by WDFW and provide copies to Snohomish County.
- Snohomish County grant support staff and technical staff may advise the City on any reporting outputs required by WDFW and NOAA, as appropriate or if requested by WDFW.
- The City will submit project invoicing directly to Snohomish County on a quarterly basis.
- The City will ensure that work performed under this Agreement adheres to NOAA award policies and applicable federal law as set forth in the County Grant.

<b>Deliverable</b>	<b>Deliverable Description</b>	<b>Due</b>
1.1	NOAA Progress Reports	Bi-Annually: April 21 <sup>st</sup> and October 21 <sup>st</sup>
1.2	Invoicing due to County	Quarterly: April 15 <sup>th</sup> , July 15 <sup>th</sup> , October 15 <sup>th</sup> , and January 7 <sup>th</sup>
1.3	Final Report	End of Project or 8/31/2027



## **TASK 2: WATER TRANSMISSION LINE #5 ROUTE ANALYSIS STUDY**

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The City will hire a consultant to conduct an analysis of a new route or routes to relocate the City's water transmission line #5 (TL #5) out of the Chinook Marsh habitat restoration footprint. This work is necessary to determine the best route for TL #5 and ensure seismic resilience of this major drinking water transmission line, ease of access for maintenance and operation, and to minimize conflicts with existing and planned utilities.

The consultant hired by the City will:

- Develop alternative routes for the relocated transmission line.
- Conduct workshops with the County and City to review possible routes and the restoration projects planned in the area.
- Develop weighted evaluation criteria for evaluating the alternative routes. Criteria may include but are not limited to engineering considerations, property ownership, operations and maintenance, project cost, and environmental impacts.
- Conduct an initial screening of possible routes and identify any with fatal flaws based on the developed evaluation criteria and create a short list of approximately three to five alternative routes.
- Perform site reconnaissance, including physical inspection, of the short list alternative routes to identify additional considerations.
- Evaluate the short list alternative routes against the evaluation criteria. Prepare a Route Study Memorandum documenting an analysis of the alternative routes and identify a preferred alternative.

<b>Deliverable</b>	<b>Deliverable Description</b>	<b>Due</b>
2.1	TL #5 Route Study Memorandum	12 Months after Notice to Proceed

## **TASK 3: WATER TRANSMISSION LINE #5 BENEFIT-COST ANALYSIS**

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The City will hire a consultant to complete a Benefit-Cost Analysis (BCA) for the relocation of the City's water transmission line #5 (TL #5) out of the Chinook Marsh habitat restoration footprint. This work is necessary to determine the Benefit-Cost Ratio for the project, which is required for future grant applications to receive federal funding for a project to relocate the waterline.

The consultant hired by the City will:

- Prepare a BCA in accordance with the procedures defined under FEMA grant programs and utilizing the FEMA BCA Toolkit.
- BCA will consider flood/inundation risk and seismic susceptibility.



- Utilize the BCA to establish the Benefit-Cost Ratio (BCR) for the preferred alternative established in the Route Study.

<b>Deliverable</b>	<b>Deliverable Description</b>	<b>Due</b>
3.1	TL#5 Benefit-Cost Analysis, including Benefit-Cost Ratio for the preferred alternative	6 months after completion of Task 2.1



## **Appendix B Compensation**

The budget for work to be performed under the Agreement is five hundred thousand dollars (\$500,000). No match funding is required to be provided by the City. The County shall have no obligation to pay any invoice from the City that would cause the total payments made to the City by the County under this Agreement to exceed five hundred thousand dollars (\$500,000).

Budget deviations are allowed between budget tasks, meaning the City may spend less money on one task and more on another, but under no circumstances may the City exceed the total project cost. Approval of the County Project Manager is required in advance of any budget deviation.

Appendix C is an example of details required with each invoice submittal.

### **CONTRACT TASK BUDGET**

Task 1 – Grant Administration and Reporting	\$10,000
Task 2 – Chinook Marsh Waterline Route Analysis Study	\$390,000
Task 3 – Chinook Marsh Benefit-Cost Analysis	\$100,000
<b>Total</b>	<b>\$500,000</b>

### **CITY OF EVERETT STAFF RATES**

<b>Position Title</b>	<b>Hourly Salary Rate</b>	<b>Hourly Fringe Rate</b>
<b>City Engineer</b>	<b>\$90.44</b>	<b>\$28.99</b>
<b>Principal Engineer</b>	<b>\$76.28</b>	<b>\$26.73</b>
<b>Senior Engineer</b>	<b>\$71.02</b>	<b>\$23.32</b>
<b>Associate Engineer – PE</b>	<b>\$60.04</b>	<b>\$17.06</b>
<b>Associate Engineer – Non PE</b>	<b>\$54.14</b>	<b>\$22.26</b>
<b>Maintenance Superintendent</b>	<b>\$93.14</b>	<b>\$29.37</b>
<b>Operations Superintendent</b>	<b>\$93.14</b>	<b>\$29.37</b>
<b>Capital Program Funding Manager</b>	<b>\$67.87</b>	<b>\$18.64</b>
<b>Senior Financial Analyst</b>	<b>\$56.16</b>	<b>\$22.67</b>



## SUMMARY OF TOTAL PROJECT COST

Object Class Categories	Total Request	Descriptions
a. Personnel	\$67,021	City staff time for project management, consultant contract administration, project coordination, progress reporting, and invoicing.
b. Fringe Benefits	\$32,979	Fringe benefits associated with personnel costs, typically 33% of direct labor cost.
c. Travel	\$0	
d. Equipment	\$0	
e. Supplies	\$0	
f. Contractual	\$400,000	Engineering consultant(s) will be competitively selected to conduct the route analysis study and Benefit-Cost Analysis with City staff support.
g. Construction	\$0	
h. Other	\$0	
i. Total Direct Charges	\$500,000	
j. Indirect Charges	\$0	
k. Grand Total	\$500,000	



### Appendix C Invoice Document Example

The following are examples only of the kind of information needed when billing for reimbursement and reporting match for this Agreement.

**City invoices** will clearly communicate project task numbers associated with charges, and include sufficient backup documentation for billing and audit purposes including timesheets and contractor invoices.

#### Task 1 – Grant Administration and Reporting

##### *Reimbursement Request*

<i>Payee</i>	<i>Job Title</i>	<i>Description</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Total</i>
J. Doe	Project Manager					



**Appendix D**  
**NOAA Grant Summary Information**

**Award #NA24NMF463C0059-T1-01**

Summary information of federal award with Snohomish County as a pass-through entity (2 CFR 200.332):

- a. Subrecipient name: City of Everett
- b. Subrecipient's unique entity identifier: LVPSLN4A2LF6
- c. Federal Award Identification Number (FAIN): NA24NMF463C0059-T1-01
- d. Federal Award Date: 08/09/2024
- e. Subaward Period of Performance Start and End Date: 9/1/2024 – 8/31/2027
- f. Subaward Budget Period Start and End Date: Date of Execution – 8/31/2027
- g. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: \$500,000.00
- h. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: \$500,000.00
- i. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: \$500,000.00
- j. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Transformational Chinook Recovery in South Whidbey Basin Watersheds Phase 2. Funds in the amount of \$500,000 will be allocated to the City of Everett as a subawardee under Snohomish County, to hire consultants to analyze alternative routes to relocate the City's water transmission line #5 out of the Chinook Marsh habitat restoration area.
- k. Name of Federal awarding agency: National Oceanic and Atmospheric Administration
- l. Pass-through entity: Snohomish County
- m. Contact information for awarding official of the Pass-through entity:  
Surface Water Utility Director  
Snohomish County Conservation and Natural Resources, Surface Water Management  
3000 Rockefeller Ave, M/S 303  
Everett, WA 98201
- n. Assistance Listings number and Title: 11.463; NOAA's Transformational Habitat Restoration and Coastal Resilience Grants Under the Bipartisan Infrastructure Law and Inflation Reduction Act
- o. Identification of whether the award is R&D: No
- p. Indirect cost rate for the Federal award: N/A



**Appendix E**  
**WDFW Grant Agreement**  
**24-26673**





## NOAA HABITAT CONSERVATION GRANT AGREEMENT

**TITLE:** Snohomish County South Whidbey Basin  
Watersheds P2

**WDFW NUMBER:** 24-26673

**GRANTEE:** Snohomish County

**CONTRACT PERIOD:** September 1, 2024 to August 31, 2027

**GRANTEE UEI:** LG8NG8JNJD83

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

**CONTRACT VALUE:** \$826,124.00

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

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

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

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

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

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

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

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 September 1, 2024 and terminate on August 31, 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 \$826,124.00. The Grantee shall be responsible for all project costs exceeding this amount. Only eligible reimbursement activities that are in direct support of the project deliverables identified in this contract will be reimbursed. Any additional services provided by the Grantee must have prior written approval of WDFW.

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

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

### **F. RIGHTS AND OBLIGATIONS**



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

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

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

**H. ORDER OF PRECEDENCE**

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

Applicable Federal and State of Washington statutes and regulations.

Special Terms and Conditions (including Attachment "C" – Statement of Work. Attachment "B" Budget Narrative) as contained in this basic contract instrument.

Attachment "A" - General Terms and Conditions.

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

**I. PROJECT MANAGER**

The below named individuals 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 these individuals at the addresses below unless notified in writing of any change.

**Grantee's Representative**

Darcey Hughes  
3000 Rockefeller Ave, M/S 303  
Everett, WA 98201  
(360) 581-5023  
[Darcey.hughes@co.snohomish.wa.us](mailto:Darcey.hughes@co.snohomish.wa.us)

Gregg Farris  
3000 Rockefeller Ave, M/S 303  
Everett, WA 98201  
(425) 388-6454  
[gfarris@co.snohomish.wa.us](mailto:gfarris@co.snohomish.wa.us)

**WDFW's Project Manager**

Andrea Gardner  
PO Box 43143  
Olympia, Washington, 98504-3143  
(564) 250-3889  
[Andrea.Gardner@dfw.wa.gov](mailto:Andrea.Gardner@dfw.wa.gov)

Jason Alberich  
PO Box 43143  
Olympia, Washington, 98504-3143  
(360) 470-4498  
[Jason.Alberich@dfw.wa.gov](mailto:Jason.Alberich@dfw.wa.gov)

**J. ENTIRE CONTRACT**

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

**K. APPROVAL**

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



executed by both parties.

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

**SNOHOMISH COUNTY**

Signed by: Gregg Farris 6/23/2025 | 11:26 AM PDT  
9B8C6F07A826439  
Signature and Date

Gregg Farris Surface Water Utility Director  
Printed Name and Title  
Signatory

Signed by: Jessica Kraft-Klehm 6/23/2025 | 10:19 AM PDT  
Signature and Date

Jessica Kraft-Klehm Deputy Prosecuting Attorney  
Printed Name and Title  
Approved as to Form

**WASHINGTON DEPARTMENT OF FISH AND WILDLIFE**

Signed by: Marla Clary 6/23/2025 | 2:09 PM PDT  
C2F1C7B94ABF417  
Signature and Date

Marla Clary Federal Grant Manager  
Printed Name and Title

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

**DEFINITIONS**

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

- A. "AGENCY" or "WDFW" shall mean the **Department of Fish and Wildlife** of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the AGENCY Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CFR" shall mean the Code of Federal Regulations. All references in the contract to CFR chapters or sections shall include any successor, amended or replacement regulations.
- D. "GRANTEE" shall mean any organization or individual that is performing service(s) under this contract, and shall include all employees of the GRANTEE.
- E. "INDIRECT COSTS" shall mean those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.
- F. "INDIRECT COST RATE PROPOSAL" means the documentation prepared by a non-Federal entity to substantiate its request for the establishment of an indirect cost rate as described in 2 CFR Part 200.
- G. "MODIFIED TOTAL DIRECT COST" or "MTDC" means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of this contract. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of this contract in excess of \$50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs and with the approval of the AGENCY.
- H. "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.
- I. "Subawardee" means the recipient of a Subaward of funds provided by this contract, through the GRANTEE, to contribute to the goals and objectives of this contract by carrying out part of a federal award received by the AGENCY. It does not include payments to a contractor, beneficiary, or participant. Such Subawards may be provided through any form of legal agreement consistent with criteria in with 2 CFR § 200.331.
- J. "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.
- K. "USC" shall mean United States Code. All references in the contract to USC chapters or sections shall include any successor, amended or replacement statutes.

**ACCESS TO DATA**

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



### **ADVANCE PAYMENTS PROHIBITED**

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

### **AMENDMENTS**

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

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

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

### **ASSIGNMENT**

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

### **ATTORNEYS' FEES**

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

### **BUY AMERICAN ACT**

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

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

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

### **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

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

### **CONFLICT OF INTEREST**

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



## **COST PRINCIPLES AND AUDIT REQUIREMENTS**

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

## **COPYRIGHT PROVISIONS**

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S.

Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

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

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

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

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

## **COVENANT AGAINST CONTINGENT FEES**

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

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

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

## **DISALLOWED COSTS**

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



## **DISPUTES**

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

1. The request for a dispute hearing must:

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

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

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

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

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

## **DRUG-FREE WORKPLACE**

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

## **DUPLICATE PAYMENT**

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

## **ENTIRE AGREEMENT**

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

## **EQUIPMENT MANAGEMENT**

- a. General. For the purposes of this contract, "Equipment" shall mean a tangible asset which has a service life of more than one year and with a unit cost of \$10,000 or greater; and tangible assets with a unit cost of more than \$300 that the AGENCY considers "small and attractive," such as engines, chain saws, communications equipment, global position systems, optical devices, cameras, microcomputer and related systems, smart phones and tablets, video equipment; and firearms, boats and motorized vehicles of any value. Title to Equipment acquired with funds provided through this contract will vest upon acquisition in the GRANTEE subject to the conditions of this section. This title must be a conditional title, meaning that clear title is withheld by the AGENCY until conditions and requirements specified in the terms and conditions of this contract have been fulfilled. Title for Equipment vested in the GRANTEE is subject to the following conditions: (1) use the Equipment for the authorized purposes of the contract during the period of performance, or until the Equipment is no longer needed for the purposes of the project; and (2) while the Equipment is being used for the originally-authorized purpose, the GRANTEE must not dispose of or encumber its title or other interests without the approval of the AGENCY. The GRANTEE shall take reasonable steps to account for and protect the Equipment from loss or damage; report to the AGENCY



any loss or damage of such property; and take reasonable steps to protect such property from further damage.

- b. State and Tribal Grantees. Grantees that are States must use, manage and dispose of Equipment acquired under this contract in accordance their respective State's laws and procedures. Indian Tribes must use, manage, and dispose of Equipment acquired under this contract in accordance with their respective tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance for Other Grantees below.
- c. Other Grantees. For Grantees that are not States or Indian Tribes, the GRANTEE must use the Equipment for the project for which it was acquired for as long as needed, whether or not the project continues to be supported by this contract. The GRANTEE must not encumber the Equipment without prior approval of the AGENCY. When no longer needed for the original project the Equipment may be used in other activities supported by the federal government and/or the AGENCY, in the following order of priority: (i) activities under other awards from the federal government and/or AGENCY that funded the original project,; then (ii) activities under federal awards from other federal awarding agencies. During the time that the Equipment is used on the project for which it was acquired, the GRANTEE must also make the Equipment available for use on other projects currently or previously supported by the federal government and/or the AGENCY, provided that such use will not interfere with the work on the project for which it was originally acquired. Equipment that is no longer needed for the original project or for other activities currently or previously supported by a federal agency or AGENCY, the GRANTEE must request disposition instructions from the AGENCY.

#### **FEDERAL DEBARMENT AND SUSPENSION**

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

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

This contract is subject to the requirements of the Federal Funding Accountability and Transparency Act (FFATA) as stated in 2 CFR 170. The GRANTEE agrees to comply with applicable requirements to assist the AGENCY in reporting first-tier Subawards of \$30,000 or more and, in certain circumstances, in reporting the names and total compensation of the five most highly compensated executives of first-tier Subawardees of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS).

#### **FINAL INVOICE**

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

#### **GOVERNANCE**

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

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

#### **GOVERNING LAW**

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



**INDEMNIFICATION**

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

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

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

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

**INDEPENDENT CAPACITY OF THE GRANTEE**

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

**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 has 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 the AGENCY. The GRANTEE may elect a de minimus indirect rate of 15% of Modified Total Direct Cost if the GRANTEE has not had an approved indirect cost rate agreement negotiated with the federal government.

**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 2 CFR § 200.303 Internal controls.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.

## **INTERNAL CONTROLS**

The GRANTEE must establish, document, and maintain effective internal control over this contract that provides reasonable assurance that the GRANTEE is managing this contract in compliance with federal and state statutes, regulations, and the terms and conditions of this contract. These internal controls should align with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control -Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The GRANTEE will take prompt action when instances of noncompliance are identified; and take reasonable cybersecurity and other measures to safeguard information, including protected personally identifiable information (PII) and other types of information. This also includes information that the AGENCY designates as sensitive or other information the GRANTEE and Subawardee(s) considers sensitive and is consistent with applicable federal, state, local, and tribal laws regarding privacy and responsibility over confidentiality.

## **LICENSING, ACCREDITATION AND REGISTRATION**

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

## **LIMITATION OF AUTHORITY**

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



## **COST SHARING**

The GRANTEE shall be responsible for cost sharing as indicated in the contract (if any). If the GRANTEE is responsible for cost sharing funds they shall state the amount of cost share used during the billing period and the cumulative amount of cost share used to date on every invoice submitted for payment to the AGENCY. The GRANTEE shall comply with the uniform administrative rules on cost sharing for Federal grants and cooperative agreements and subawards as identified in 2 CFR § 200.306.

## **MANDATORY DISCLOSURES**

The GRANTEE must promptly disclose to the AGENCY whenever, in connection with this contract (including any activities or subcontracts thereunder), it has credible evidence of the commission of or a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 USC or a violation of the civil False Claims Act (31 USC 3729–3733). The disclosure must be made in writing to WDFW's Project Manager.

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

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

## **NONDISCRIMINATION**

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

## **PREVAILING WAGE**

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

## **PRIVACY**

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

## **PROCUREMENT STANDARDS**

The GRANTEE will meet the procurement standards contained in 2 CFR § 200.317 through 2 CFR § 200.326. The GRANTEE should, to the greatest extent practicable under this contract and consistent with law, provide a domestic preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all, contracts, and purchase orders for work or products under this contract.



## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES**

The GRANTEE is prohibited from using funds provided through this contract to procure or obtain "covered telecommunications equipment or services" as defined in Section 889 of Public Law 115-232 (John S. McCain National Defense Authorization Act), including 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.

## **RECORDS MAINTENANCE**

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

## **RESTRICTIONS ON LOBBYING**

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

## **RIGHT OF INSPECTION**

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

## **SAVINGS**

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

## **SEVERABILITY**

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

## **SITE SECURITY**

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

## **STATEWIDE VENDOR PAYMENT REGISTRATION**

The GRANTEE is required to be registered in the Statewide Vendor Payment System prior to submitting a request for payment under this contract. The Washington State Office of Financial Management (OFM)



maintains the Statewide Vendor Payment System; to obtain registration materials contact the Statewide Payee Desk at (360) 407-8180; or go to: <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>.

### **SUBCONTRACTING**

Neither the GRANTEE nor any Subcontractor(s) or Subawardee(s) shall enter into subcontracts or Subawards for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the GRANTEE to the AGENCY for any breach in the performance of the GRANTEE'S duties. This clause does not include contracts of employment between the GRANTEE and personnel assigned to work under this contract. Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this contract are carried forward to any subcontracts and Subawards. The GRANTEE and its Subcontractors and Subawardees 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.

#### **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**

This contract and all employees working on the contract are subject to the whistleblower protections established at 41 USC 4712. 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 THE OFFICE OF THE ATTORNEY GENERAL 11/12/2024



**Attachment B -  
CONTRACT/PROJECT SUMMARY**

**TITLE:** Snohomish County South Whidbey Basin Watersheds P2

**WDFW CONTRACT NUMBER:** 24-26673

**PERIOD:** September 1, 2024 to August 31, 2027

**GRANTEE:** Snohomish County

**GRANTEE CONTACT:** Darcey Hughes, (360) 581-5023

**WDFW CONTACT:** Andrea Gardner, (564) 250-3889

**WDFW CONTACT:** Jason Alberich, (360) 791-7764

**CONTRACT DESCRIPTION:** Funds under this Grant Agreement will be allocated to Snohomish County to implement and advance projects and perform grant administration and billing management to sub-awardee the City of Everett to implement and advance projects, all located in South Whidbey Basin and described in the proposal subject to WDFW 24-23872, NOAA Award No. NA24NMF463C0059-T1-01 entitled "Transformational Chinook Recovery in South Whidbey Basin Watersheds Phase 2".

Funds under this Grant Agreement in the amount of \$326,124 will be allocated to Snohomish County to implement the Communication, Education, Outreach, and Engagement project, Riparian Health and Reforestation project, and the Snohomish Basin Salmon Plan Update project as described in "Attachment C: Statement of Work."

Funds under this Grant Agreement in the amount of \$500,000 will be allocated by Snohomish County to the City of Everett, as a subawardee under Snohomish County, to implement the Chinook Marsh Water Transmission Line #5 project. Snohomish County will perform grant administration and billing management for the project through a sub-award agreement with the City of Everett and the City of Everett will manage the project consistent with the parameters described in "Attachment C: Statement of Work."

The total funding allocation for this project under this Grant Agreement will not exceed \$826,124 (inclusive of any approved pre-award costs) unless written approval is provided by Snohomish County and WDFW.

**MASTER INDEX NUMBER:** 37243

**FEDERAL AWARD IDENTIFICATION (if applicable)**

**Federal Award Number:** NA24NMF463C0059-T1-01

**Federal Award Date:**

**Amount of Federal Funds Obligated to WDFW:** \$826,124.00

**Federal Agency and Assistance Listing Title and Number:** 11.463 Habitat Conservation/US



Department of Commerce

**Is the Federal Award for Research and Development? No**

**Indirect Cost Rate:**



## **Attachment C - STATEMENT OF WORK**

### **Summary below - Documents follow**

#### **1. Introduction**

Funds under this Grant Agreement will be allocated to Snohomish County to implement and advance projects and perform grant administration and billing management to sub-awardee the City of Everett to implement and advance projects, all located in South Whidbey Basin and described in the proposal subject to WDFW 24-23872, NOAA Award No. NA24NMF463C0059-T1-01 entitled "Transformational Chinook Recovery in South Whidbey Basin Watersheds Phase 2".

Funds under this Grant Agreement in the amount of \$326,124 will be allocated to Snohomish County to implement the Communication, Education, Outreach, and Engagement project, Riparian Health and Reforestation project, and the Snohomish Basin Salmon Plan Update project as described in "Attachment C: Statement of Work."

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The total funding allocation for this project under this Grant Agreement will not exceed \$826,124 (inclusive of any approved pre-award costs) unless written approval is provided by Snohomish County and WDFW.

#### **2. Description of all Project Requirements**

Reference Attached SOW - 2\_Attachment C\_SOW\_Snohomish County\_v1.3

#### **3. Project Schedule/Deliverables for Conduct of Work**

Reference Attached SOW - 2\_Attachment C\_SOW\_Snohomish County\_v1.3

#### **4. Budget**

Reference Attached Budget Narrative – Attachment D\_Budget\_Snohomish County\_v1.3





## Attachment C STATEMENT OF WORK

Snohomish County South Whidbey Basin Watersheds P2

### Agreement Information

<b>Contract #/Organization Name:</b>	24-26673 SNOHOMISH COUNTY	
<b>Effective Date</b>	<b>Expiration Date</b>	<b>Amount (Not to Exceed)</b>
09/01/2024	08/31/2027	\$826,124.00

### Grantee Contact Information

<b>Main Contact:</b>			
<b>Name</b>	<b>Title</b>	<b>Email Address</b>	<b>Phone Number</b>
Darcey Hughes	SWM Funding Coordinator	<a href="mailto:Darcey.hughes@co.snohomish.wa.us">Darcey.hughes@co.snohomish.wa.us</a>	(360) 581-5023
<b>Signatory Authority:</b>			
<b>Name</b>	<b>Title</b>	<b>Email Address</b>	<b>Phone Number</b>
Gregg Farris	Surface Water Utility Director	<a href="mailto:gfarris@co.snohomish.wa.us">gfarris@co.snohomish.wa.us</a>	(425) 388-6454
<b>Reviewing Authority:</b>			
<b>Name</b>	<b>Title</b>	<b>Email Address</b>	<b>Phone Number</b>
Jessica Kraft-Klehm	Deputy Prosecuting Attorney	<a href="mailto:Jessica.kraft-klehm@co.snohomish.wa.us">Jessica.kraft-klehm@co.snohomish.wa.us</a>	(425) 388-6353
<b>Mailing Address:</b>		<b>Office Address:</b>	
3000 Rockefeller Ave, M/S 303 Everett, WA 98201		3000 Rockefeller Ave, Admin East 2 <sup>nd</sup> Floor Everett, WA 98201	

### Washington Department of Fish & Wildlife Contact Information

<b>Award Manager:</b>			
<b>Name</b>	<b>Title</b>	<b>Email Address</b>	<b>Phone Number</b>
Andrea Gardner	Environmental Planner 3, NOAA Transformational Award Manager	<a href="mailto:andrea.gardner@dfw.wa.gov">andrea.gardner@dfw.wa.gov</a>	(564) 250-3889
<b>Secondary Contact:</b>			
<b>Name</b>	<b>Title</b>	<b>Email Address</b>	<b>Phone Number</b>
Jason Alberich	Environmental Planner 5, Habitat Program	<a href="mailto:jason.alberich@dfw.wa.gov">jason.alberich@dfw.wa.gov</a>	(360) 470-4498
<b>Mailing Address:</b>		<b>Office Address:</b>	
Attn: Habitat Program Restoration Division PO Box 43200 Olympia, WA 98405-3200		Natural Resource Building 1111 Washington Street SE Olympia, WA 98501	





## 1. Introduction

This contract is a sub receipt of federal funds from the National Oceanic and Atmospheric Administration (NOAA) under grant award NA24NMF463C0059-T1-01, WDFW contract number 24-23872 (Transformational Chinook Recovery in South Whidbey Basin Watersheds Phase 2).

## 2. Description of all Project Requirements

Grantee will perform all tasks assigned to the Grantee as described in "Attachment C, Statement of Work" and "Attachment D, Project Budget Narrative" for grant award NA24NMF463C0059-T1-01, which is attached hereto and incorporated herein. Grantee may enter into subrecipient agreements if so identified in Attachment D. Grantee will ensure that subrecipients (if any) comply with the terms of this contract.

## 3. Project Overview

### 3a. The South Whidbey Basin Partnership

Located in northern Puget Sound, Washington, the river corridors and estuaries of the Whidbey Basin hold the largest restoration opportunities in the region. The Washington State Department of Fish and Wildlife (WDFW) in partnership with the Tulalip Tribes, the Stillaguamish Tribe of Indians, Snohomish Conservation District (SCD), Snohomish County (County), City of Everett, and the Washington Department of Natural Resources (together identified as the **South Whidbey Basin Partnership**), have proposed a suite of geographically connected large-scale restoration projects in the Snohomish and Stillaguamish Rivers within Snohomish County, WA. The South Whidbey Basin Partnership is a broad coalition of partners including two tribes, county, state agencies, local government, and non-profit organizations.

In both the Snohomish and Stillaguamish watersheds, human development has heavily impacted the estuaries, freshwater tidal wetlands and floodplains, rivers and streams providing salmon spawning and rearing grounds, yet there is still great potential to restore ecological function. The Whidbey Basin contains nearly 70 percent of all remaining tidal wetlands in Puget Sound. These rivers are hydrologically, ecologically, and socially connected. The work of the South Whidbey Basin Partnership takes a holistic perspective in Chinook salmon recovery targeting habitat restoration actions to support two critical life stages: upper watershed spawning and freshwater and estuarine rearing. These targeted actions also benefit other NOAA-managed listed species (steelhead, Southern resident killer whale) and species of concern like coho salmon.

In 2022, NOAA's Transformational Habitat program invested in "Phase I" of a large basin-wide portfolio of transformational projects including several construction projects ("flagship") and high priority planning, design, and feasibility projects ("pipeline"). This investment is a catalyst for an invigorated local partnership to come together and execute on a shared vision for an ambitious portfolio of actions. South Whidbey Basin partners have already completed Phase 1 construction projects or are moving those projects towards construction, while Phase 1 pipeline projects are ready for construction or the next level of design; some are included in Phase 2. Collectively, Phase 1 and Phase 2 create a truly transformational package that is significant locally, regionally, and nationally and a priority for tribal nations,





restoring traditional resources and culturally important areas that have provided for people living here since time immemorial.

These projects are critical for Chinook recovery and will have broad cross-sector benefits for tribal, commercial, and recreational fisheries, underserved tribal communities and treaty rights, multi-species salmon recovery, endangered Southern Resident Killer Whale recovery, and community priorities like climate resiliency, sustainable transportation, flood protection, agricultural and economic vitality, recreation, and tourism.

### 3b. Key Resources

The South Whidbey Basin Partnership have framed our work around key salmon recovery actions outlined in the Puget Sound Salmon Recovery Plan (2007) focusing on actions that will improve habitat quantity and quality in the estuaries and mainstem freshwater rivers and floodplains.

The following resources have been instrumental to the development of this work:

- [Stillaguamish Watershed Chinook Salmon Recovery Plan](#) (2005)
- [Snohomish River Basin Salmon Conservation Plan](#) (2005)
- [Puget Sound Salmon Recovery Plan](#) (2007)
- [The Resilient Lands and Waters Initiative](#) (2016)
- [National Fish, Wildlife, & Plants Climate Adaptation Strategy](#) (2021)
- [Chinook Salmon Use of Tidal Delta Habitats: Synthesis for Snohomish Recovery Plan Revision](#) (2022)
- [Snohomish and Stillaguamish Rivers Flood Hazard and Climate Change Vulnerability Assessment](#) (2023)
- [Snohomish Agricultural Resilience Project](#)
- [Snohomish Basin Salmon Recovery Forum](#)
- [Snohomish County Sustainable Lands Strategy](#)
- [Puget Sound Partnership: 2022-2026 Action Agenda](#)

### 3c. Summary of Project

Funds under this Grant Agreement in the amount of **\$326,124** will be allocated to Snohomish County to implement the Communication, Education, Outreach, and Engagement project, Riparian Health and Reforestation project, and the Snohomish Basin Salmon Plan Update project.

Funds under this Grant Agreement in the amount of **\$500,000** will be allocated by Snohomish County to the City of Everett, as a sub awardee under Snohomish County, to implement the Chinook Marsh Water Transmission Line #5 project. Snohomish County will perform grant administration and billing management for the project through a sub-award agreement with the City of Everett and the City of Everett will manage the project.

The total funding allocation for this project under this Grant Agreement will not exceed **\$826,124** (inclusive of any approved pre- award costs) unless written approval is provided by Snohomish County and WDFW.





## 4. Tasks & Deliverables

Grantee will manage all project components, including but not limited to subcontract(s), invoice submission, budget, and deliverable completion and submission.

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

### 4a. Task 1: Project Administration

#### Budget and Invoicing

1. Grantee will submit invoices at least quarterly, but no more frequently than monthly.
2. **Reimbursement:** WDFW will reimburse Grantee for its actual direct and indirect costs up to the maximum value of this agreement as described in Attachment D.
3. Grantee may shift up to 10 percent of the contract value between budget line items for direct costs by project as identified in Attachment D without amending this contract.
4. **Indirect Costs:** Grantee may charge for indirect costs in accordance with its current federally approved Negotiated Indirect Cost Rate Agreement (NICRA). If Grantee does not have a current NICRA, Grantee may elect to charge a de minimis rate of 10 percent of direct costs. Grantee must provide the WDFW Award Manager with a copy of its NICRA annually; if Grantee contracts funds to other organizations, Grantee must retain a copy of those organizations' NICRA if those organizations charge an indirect rate in excess of 10 percent of direct cost.

#### Reporting

Grantee will complete and submit reports to the WDFW Award Manager in accordance with the schedule and guidelines below.

1. **Performance Reports:** Performance reports are due on a semi-annual basis no later than 21 days following the end of each six (6) month period from the start date of the original award. See the Due Date Table below for exact dates.

Due Date Table	
Reporting Period	Due Date
April 1 <sup>st</sup> through September 30 <sup>th</sup>	October 21 <sup>st</sup>
October 1 <sup>st</sup> through March 31 <sup>st</sup>	April 21 <sup>st</sup>

Performance Reports shall include:

- A description of:
  - Work completed during the reporting period.
  - Status updates for ongoing project tasks.
  - Challenges affecting project deadlines, scope of work, and/or costs.
  - Success measures completed during reporting period.
- Copies of outreach products, press materials, photos, videos, etc.





- High-resolution before and during implementation photos of the project.
  - Appropriate monitoring information for the reporting period.
  - Other elements as requested by WDFW and/or NOAA.
2. **Final Report:** The final report summarizes activities conducted during the entire award. Grantee must submit final reports to WDFW no later than 60 days after the period of performance end date.

The Final Report shall include:

- High resolution before and post-implementation photos of the project.
  - Copies of final outreach products, press materials, photos, videos, etc.
  - A description of the work completed, and outcomes achieved.
  - Other elements as requested by WDFW and/or NOAA.
3. **Quarterly Check Ins:** WDFW and Grantee will meet at quarterly intervals to discuss progress, address any challenges, and share updates.

### Monitoring

To evaluate project implementation quality and effectiveness, and learn from your restoration project(s), Grantee will execute appropriate project monitoring with guidance from WDFW and NOAA. As your project proceeds, NOAA's substantial involvement will include further coordination to execute implementation and basic effectiveness monitoring, and potentially more detailed effectiveness monitoring, if applicable. Grantee will collaborate with WDFW and NOAA to identify monitoring elements such as parameters, methods, sampling duration and frequency, and post implementation targets. WDFW and NOAA's involvement will also include ongoing coordination on data management, analyses, and dissemination of results. Grantee will develop a data /information sharing plan, and submit appropriate monitoring information with progress reports, as well as at other appropriate times.

## **4b. Task 2: Communication, Education, Outreach, and Engagement Project**

Work performed for the Communication, Education, Outreach, and Engagement project under this Grant Agreement will include Snohomish County staff communication and outreach efforts. The communication, education, outreach, and engagement work under this task includes, but is not limited to, project websites, fact sheets, newsletters, outreach events, coordination, and collaboration meetings.

This task will help ensure a high level of coordination, collaboration, and transparency amongst partners and the engagement of the greater community as projects are being developed and implemented.

Engaging diverse fish, farm, and flood interests through these collaborative structures has enabled the partners to attract a variety of funding sources and enabled the advancement of multi-benefit projects in both watersheds.





Deliverable	Deliverable Description	Due to WDFW
2.1	Meeting outreach materials for County projects (including, but not limited to, links to project websites; copies of fact sheets, newsletters; agendas for outreach events, collaboration meetings, etc.)	8/31/2027
2.2	Snohomish River Basin Salmon Conservation Plan update project outreach plan and example materials	8/31/2027

#### 4c. Task 3: Riparian Health and Reforestation Project

The Riparian Health & Reforestation flagship project will work to control noxious weeds in the Stillaguamish Basin to improve and maintain riparian forest health and water quality to benefit ESA-listed Chinook salmon and other salmonids. Funds will support County staff and seasonal crews to implement noxious weed control on 15 acres across the Stillaguamish watershed over two seasons, following the methods and best practices defined in local plans, such as the Lower Skykomish River Knotweed Management Plan (2002).

Deliverable	Deliverable Description	Due to WDFW
3.1	Copies of Snohomish County Right of Entry and Hold Harmless  Agreement for Noxious Weed Control for all participating landowners	8/31/2027
3.2	Before and After Photos of areas treated for noxious weeds totaling 15 acres	8/31/2027

#### 4d. Task 4: Snohomish Basin Salmon Plan Update Project

Snohomish County, supported by the Snohomish Basin Salmon Recovery Technical Committee and Forum, will update the 2005 Snohomish River Basin Salmon Conservation Plan (Salmon Recovery Plan), incorporating new science into recovery strategies, and defining new restoration implementation targets. This work is necessary to ensure that the projects and programs developed and implemented by salmon recovery partners incorporate the latest science and align with current salmon recovery strategies.

Furthermore, updated restoration implementation targets are necessary to communicate the habitat restoration priorities needed to achieve salmon recovery to a wide variety of audiences.





Funds under this Grant Agreement for the Snohomish Basin Salmon Plan Update will be contracted to a consulting firm selected by Snohomish County through a full and open competition process.

Deliverable	Deliverable Description	Due to WDFW
4.1	Snohomish River Basin Salmon Conservation Plan Update Summary Report	8/31/2027

#### 4e. Task 5: Chinook Marsh Water Transmission Line #5 (City of Everett)

Funds in the amount of \$500,000 will be allocated to the City of Everett (the City) as a sub awardee under Snohomish County, to hire consultants to conduct an analysis of a new route(s) to move the City's water transmission line #5 (TL #5) out of the Chinook Marsh habitat restoration footprint, and to conduct a Benefit-Cost Analysis for relocation of TL #5. The City will pursue reimbursement for City staff direct costs related to the consultant contract(s), including costs related to consultant selection and management, technical reviews, data research, and reporting.

##### Task 5.1: City of Everett Grant Administration and Reporting

The City of Everett (the City) will prepare and submit Progress Reports, invoicing, and Final Reports, as required.

- The City will work directly with WDFW Estuary and Salmon Restoration Program (ESRP) and NOAA to develop NOAA Progress Reports, including report content that describes project milestones and activities.
- The City will submit NOAA Progress Reports and Final Report as directed by WDFW and provide copies to Snohomish County.
- Snohomish County grant support staff and technical staff may advise the City on any reporting outputs required by WDFW and NOAA, as appropriate or if requested by WDFW.
- The City will submit project invoicing directly to Snohomish County under the terms of a sub- award agreement between Snohomish County and the City.
- The City will ensure that work performed under this Agreement adheres to NOAA award policies and applicable federal law as set forth in the County Grant.

##### Task 5.2: City of Everett Water Transmission Line #5 Route Analysis Study

The City will hire a consultant to conduct an analysis of a new route or routes to relocate the City's water transmission line #5 (TL #5) out of the Chinook Marsh habitat restoration footprint. This work is necessary to determine the best route for TL #5 and ensure seismic resilience of this major drinking water transmission line, ease of access for maintenance and operation, and to minimize conflicts with existing and planned utilities.

The consultant hired by the City will:





- Develop alternative routes for the relocated transmission line.
- Conduct workshops with the County and City to review possible routes and the restoration projects planned in the area.
- Develop weighted evaluation criteria for evaluating the alternative routes. Criteria may include but are not limited to engineering considerations, property ownership, operations and maintenance, project cost, and environmental impacts.
- Conduct an initial screening of possible routes and identify any with fatal flaws based on the developed evaluation criteria and create a short list of alternative routes.
- Perform site reconnaissance, including physical inspection, of the short list alternative routes to identify additional considerations.
- Evaluate the short list alternative routes against the evaluation criteria. Prepare a Route Study Memorandum documenting an analysis of the alternative routes and identify a preferred alternative.

Deliverable	Deliverable Description	Due
5.2.1	TL #5 Route Study Memorandum	12 Months after Notice to Proceed

### Task 5.3: City of Everett Water Transmission Line #5 Benefit-Cost Analysis

The City will hire a consultant to complete a Benefit-Cost Analysis (BCA) for the relocation of the City's water transmission line #5 (TL #5) out of the Chinook Marsh habitat restoration footprint. This work is necessary to determine the Benefit-Cost Ratio for the project, which is required for future grant applications to receive federal funding for a project to relocate the waterline.

The consultant hired by the City will:

- Prepare a BCA in accordance with the procedures defined under the FEMA grant programs and utilizing the FEMA BCA Toolkit.
- BCA will consider flood/inundation risk and seismic susceptibility.
- Use the BCA to establish the Benefit-Cost Ratio (BCR) for the preferred alternative established in the Route Study.

Deliverable	Deliverable Description	Due
5.3.1	TL#5 Benefit-Cost Analysis, including Benefit-Cost Ratio for the preferred alternative	6 months after completion of Task 5.2.1





## 5. Specific Award Conditions

### 5a. Environmental Requirements

Grantee must comply with all environmental standards, to include the National Environmental Policy Act (42 U.S.C. §§ 4321 *et seq.*) and the National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*) and must identify to the WDFW Award Manager any impact the award may have on the environment. In some cases, contract funds can be withheld by WDFW under a specific award condition requiring Grantee to submit additional environmental compliance information sufficient to enable WDFW and NOAA to make an assessment on any impacts that a project may have on the environment.

### 5b. Archaeological and Cultural Resources

The work conducted by 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 Grantee to the WDFW Award Manager prior to the start of any work on project site(s).

1. **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 Grantee for any deliverables or other invoices requiring a notice of cultural resources completion until Grantee has demonstrated compliance.
2. **Discovery of Human Remains.** If human skeletal remains are found while conducting work under this contract, 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. Grantee or their subcontractors must immediately notify WDFW, the Washington State Department of Archaeology and Historic Preservation (DAHP) and either the WDFW Cultural Resources Program Manager or Tribal Historic Preservation Officer of all affected Tribes. 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).

3. **Discovery of Cultural Resources.** If suspected *cultural resources* are found while conducting work under this contract, Grantee shall immediately stop any activity that may cause further disturbance. Grantee or their Contractors must immediately notify the WDFW Award Manager. WDFW will contact DAHP and the WDFW Cultural Resources Program Manager or Tribal Historic Preservation Officer of all affected Tribes to alert them to a possible identification of cultural resources. Grantee's archaeologist will confirm the find represents archaeological material(s) or feature(s) and notify Grantee, WDFW Award Manager, and the WDFW archaeologist. Grantee's archaeologist will provide photos of the archaeological material(s) or feature(s) with an appropriate scale. The WDFW Award 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, 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, 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.

### 5c. Compliance with Applicable Laws, Obtaining Permits, and Consultation Requirements

Grantee is required to comply with national policy requirements consistent with 2 C.F.R. Sec. 200.300 and Department of Commerce Financial Assistance Standard Terms and Conditions, Section G., or any successor Section. Grantee will ensure that implementation of the project will meet all Federal laws and regulations by obtaining all Federal, state, and local permits and consultations applicable to the project prior to expenditure of award funds for those activities requiring permits and consultations. This includes, but is not restricted to, consultations required under the Endangered Species Act, Magnuson-Stevens Fishery Conservation and Management Act (Essential Fish Habitat), National Historic Preservation Act, and Coastal Zone Management Act. Grantee will be cognizant of all conditions and restrictions required by their permits and consultations and will immediately halt activities and contact their WDFW Award Manager and/or NOAA Technical Monitor if events occur that threaten to violate the conditions or restrictions required by their permits and consultations.





## 5d. Verification of Permits and Consultations

Verification of permits and regulatory compliance related to this project must be presented to the WDFW Award Manager prior to project implementation. Grantee should provide a list of Federal, tribal, state, and local permits acquired for this project by email or letter to the WDFW Award Manager.

## 5e. Project Files

Grantee must maintain project files for all restoration activities taking place under this agreement consistent with 2 C.F.R. Sec. 200.334. These files must contain, at a minimum, project work plans and copies of all federal and state permits/consultations associated with project implementation.

## 5f. Project Safety

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

## 5g. Signs

### (BIL/IRA)

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

### Acknowledgement of Project Contributors

Grantee must display, where appropriate and practical, publicly visible signs indicating that the project has received funding from the NOAA Restoration Center. These signs should also identify other contributing partners. These contributions should also be acknowledged in all communications with the media and the public and in all outreach related to the projects, consistent with Department of Commerce Financial Assistance Standard Term and Condition G.05.k.3., or any successor term.





## 5h. Scientific Integrity

### General Guidelines

1. **Maintaining Integrity.** Grantee shall maintain the scientific integrity of research performed pursuant to this contract including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct.
2. **Peer Review.** The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.
3. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, Grantee and all subcontractors shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto.
4. **Primary Responsibility.** Grantee shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by an agent of WDFW or NOAA, Grantee shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
5. By executing this contract, Grantee provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.
6. Grantee shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

### Investigating Scientific Integrity or Scientific and Research Misconduct

1. **Initiating Investigation.** If Grantee determines that there is sufficient evidence to proceed to an investigation, it shall notify the WDFW Award Manager and, unless otherwise instructed, the Grantee shall:





- Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.
  - If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and as warranted, a determination of appropriate corrective actions and sanctions.
2. ***Finalizing Investigation.*** When the investigation is complete, Grantee shall forward to the WDFW Award Manager a copy of the evidentiary record, the investigative report, any recommendations made to Grantee adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

#### Findings and Corrective Actions

If Grantee finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

1. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and
2. Coordinate remedial action with the WDFW Award Manager.

### **5i. Data Sharing Directive**

The Data and Publication Sharing Directive for NOAA Grants, Cooperative Agreements, and Contracts ensures that environmental data funded extramurally by NOAA are made publicly accessible in a timely fashion (typically within two years of collection), and that final manuscripts of peer-reviewed research papers are deposited with the NOAA Central Library (upon acceptance by the journal, or no later than at February 18, 2021 6 time of publication). Therefore, Grantee must make data produced under financial assistance publicly accessible in accordance with the Data Management Plan included with the Proposal, unless the grant program grants a modification or an exemption. The text of the Directive is available at <https://nosc.noaa.gov/EDMC/PD.DSP.php>.

1. ***Data Sharing.*** Environmental data collected or created under this contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine- readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet





address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines<sup>[1]</sup>, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata<sup>[2][3]</sup>.

2. **Timeliness.** Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
3. **Disclaimer.** Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."
4. **Failure to Share Data.** Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Grantee is responsible for ensuring these conditions are also met by sub-recipients and subcontractors.
5. **Funding acknowledgement.** Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.
6. **Manuscript submission.** The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <https://repository.library.noaa.gov> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.
7. **Data Citation.** Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

1 [http://www.cio.noaa.gov/services\\_programs/IQ\\_Guidelines\\_103014.html](http://www.cio.noaa.gov/services_programs/IQ_Guidelines_103014.html)

2 Failure to perform quality control does not constitute an excuse not to share data.

3 Data without QC are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.





## Attachment D BUDGET NARRATIVE

### Snohomish County South Whidbey Basin Watersheds P2

<b>Organization Name:</b>	SNOHOMISH COUNTY	<b>Effective Date:</b>	9/1/2024
<b>WDFW Contract #:</b>	24-26673	<b>Expiration Date:</b>	8/31/2027
<b>Grant Award:</b>	NA24NMFx463C0059-T1-01	<b>Contract Amount:</b>	\$826,124.00

Contract Total				
Object Class Description	Year 1	Year 2	Year 3	Total
Personnel	\$33,510.50	\$79,258.50	\$45,748.00	\$158,517.00
Fringe Benefits	\$16,489.50	\$33,803.50	\$17,314.00	\$67,607.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$326,855.00	\$273,145.00	\$0.00	\$600,000.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Indirect	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$376,855.00</b>	<b>\$386,207.00</b>	<b>\$63,062.00</b>	<b>\$826,124.00</b>

*\*This table is auto-calculated from the Project tables in the following pages*

DEFINITIONS	
Personnel	Wages and salaries for staff engaged in project implementation.
Fringe Benefits	Employer costs for providing a package of benefits beyond salary or wages. Can be calculated at a percentage of wage costs.
Travel	Include the method used to calculate travel costs (mileage rate, estimated miles traveled, etc). Costs must not exceed the Washington State per diem rates.
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 are 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 is more economical to purchase rather than lease.
Supplies	Material costs that are not equipment. Describe quantities and unit costs of supplies.
Contractual	The total value for any subcontracts for services or products funded by this contract.
Other	Costs should be described by the nature of the expense and the method of estimation.
Indirect	Indirect costs are limited to Grantee's federally approved Negotiated Indirect Cost Rate Agreement (NICRA). If Grantee does not have a current NICRA, Grantee may elect to charge a de minimis rate of 10% of direct costs. Please indicate the rate charged in the narratives below.





Snohomish County (Task 1; Task 2; Task 3; Task 4)				
Object Class Description	Year 1	Year 2	Year 3	Total
Personnel	\$0.00	\$45,748.00	\$45,748.00	\$91,496.00
Fringe Benefits	\$0.00	\$17,314.00	\$17,314.00	\$34,628.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$200,000.00	\$0.00	\$200,000.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Indirect	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$263,062.00</b>	<b>\$63,062.00</b>	<b>\$326,124.00</b>

City of Everett (Task 5)				
Object Class Description	Year 1	Year 2	Year 3	Total
Personnel	\$33,510.50	\$33,510.50	\$0.00	\$67,021.00
Fringe Benefits	\$16,489.50	\$16,489.50	\$0.00	\$32,979.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$326,855.00	\$73,145.00	\$0.00	\$400,000.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Indirect	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$376,855.00</b>	<b>\$123,145.00</b>	<b>\$0.00</b>	<b>\$500,000.00</b>





Budget Narrative	
Personnel	<p>Tasks 1-4: Total of 21 County employees will work 2,055 hours (average 48.93 hours per year in years 2 and 3).</p> <p>Task 5: Personnel description from the City: City staff time for project management, consultant contract administration, project coordination, progress reporting, and invoicing.</p>
Fringe Benefits	<p>Tasks 1-4: Benefits include Medical, Dental, Vision, Retirement, Disability, Life Insurance, FICA, Medicare, and WA FMLA.</p> <p>Task 5: Fringe Benefit description from the City: Fringe benefits associated with personnel costs, typically 33% of direct labor cost.</p>
Travel	
Equipment	
Supplies	
Contractual	<p>Tasks 1-4: One consultant will be hired through full and open competition for the Salmon Plan update project.</p> <p>Task 5: An engineering consultant(s) will be competitively selected to conduct the route analysis study and Benefit-Cost Analysis with City of Everett staff support (leveraged funding).</p>
Other	
Indirect	