



Interagency Agreement

Agreement Number: 2020-26

Title: Shoreline Master Plan effectiveness study in the North Olympic Peninsula

334.19.011

2C
12/3

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

CONTRACTOR INFORMATION

Clallam County
Department of Community Development
223 East 4th ST., Suite 5
Port Angeles, WA. 98362

Project Manager

Cathy Lear
clear@co.clallam.wa.us
(360) 417-2361

UBI: 0504004559
EIN: 91-6001298
DUNS: 075739235
Type:

Fiscal: Lori Kennedy
lkennedy@co.clallam.wa.us
(360) 417-2354

PSP INFORMATION

PUGET SOUND PARTNERSHIP
326 EAST D STREET
TACOMA, WA 98421-1801

Project Manager

Leska Fore
Leska.fore@psp.wa.gov
(206) 708-5048

PURPOSE

The purpose of this agreement is to advance recovery of the Puget Sound as identified by the Puget Sound Science Panel. The priority action relates to the effectiveness of Chinook salmon recovery and provides funding for projects that "monitor implementation and effectiveness, including cost effectiveness, of Chinook recovery efforts." Located in Clallam and Jefferson Counties, this project will evaluate long-term protection efforts to prevent habitat loss in nearshore areas that Chinook salmon are known to use. The project supports and informs adaptation of strategies and programs to recover Chinook salmon and their habitat, but does not sample or evaluate salmon populations directly.

STATEMENT OF WORK

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

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

PERIOD OF PERFORMANCE

The period of performance under this agreement will be from the date of execution December 11, 2019 through **June 30, 2021**. **No work shall commence under this agreement until it has been fully executed by both parties.**

COMPENSATION AND PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Two hundred thirty-three thousand dollars (\$233,000)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. CONTRACTOR'S compensation for services rendered shall be in accordance with the Budget & Billing Procedures attached as Exhibit C.

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

FEDERAL FUNDING INFORMATION

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



TERMS AND CONDITIONS

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

- 1. This contract cover sheet
- 2. Exhibit A – General Terms and Conditions
- 3. Exhibit B – Statement of Work & Budget
- 4. Exhibit C – Deliverables & Billing Procedures

ORDER OF PRECEDENCE

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

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

ENTIRE AGREEMENT

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

APPROVAL

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

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

Clallam County, Dept. of Community Development



Date 12/11/19

Mark Ozols, Chair
Board of Clallam County Commissioners

Puget Sound Partnership

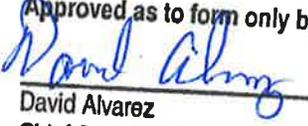


Date 12/11/19
Brent Barnes
Chief Operating Officer

APPROVED AS TO FORM:

/s Jonathan Thompson
Assistant Attorney General

December 5, 2013
Date

Approved as to form only by: 11/19/19


David Alvarez
Chief Civil Deputy Prosecuting Attorney
Clallam County



**EXHIBIT A -
GENERAL TERMS AND CONDITIONS**

Title: Shoreline Master Plan effectiveness study in the North Olympic Peninsula

1. DEFINITIONS

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

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

2. AMERICANS WITH DISABILITIES ACT (ADA)

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

3. ADVANCE PAYMENTS PROHIBITED

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

4. AMENDMENT

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

5. ASSIGNMENT

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

6. ASSURANCES

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

7. CONFIDENTIALITY

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

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

8. CREDIT AND ACKNOWLEDGEMENT

Reports, documents, signage, videos, or other media, developed as part of projects funded by EPA funded Agreements shall display both the EPA and Puget Sound Partnership logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency under Assistance Agreement [NOT APPLICABLE] The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

9. DEBARMENT AND SUSPENSION

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

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

10. DISALLOWED COSTS

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

11. DISPUTES

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

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

Title: Shoreline Master Plan effectiveness in the North Olympic Peninsula statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

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

12. DUPLICATION OF BILLED COSTS

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

13. GOVERNING LAW AND VENUE

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

14. HOTEL MOTEL FIRE SAFETY ACT

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

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

15. INDEPENDENT CAPACITY

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

16. INTELLECTUAL PROPERTY RIGHTS

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

CONTRACTOR acknowledges that in accordance with 40 CFR 30.36 and 31.34, EPA has the rights to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

Title: Shoreline Master Plan effectiveness in the North Olympic Peninsula

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or:
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

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

In the event the materials are not considered "works for hire" under the U.S. Copyright laws CONTRACTOR shall grant AGENCY, and any federal entity which provided federal funds used in this contract, retain a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

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

17. INTERNATIONAL TRAVEL (including Canada) – FOR FEDERAL FUNDED AGREEMENTS ONLY

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

18. LOBBYING PROHIBITED

- a. By signing this contract, CONTRACTOR agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying, 31 U.S.C. § 1352, and 40 CFR Part 30 if applicable. CONTRACTOR shall include the language of this provision in subcontracts that exceed \$100,000 of federal funds and require all subcontractors to certify and disclose accordingly.
- b. No Federal appropriated funds shall be paid by or on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- c. If this contract includes federal funds exceeding \$100,000, CONTRACTOR shall sign and submit to AGENCY Exhibit D, Attachment 2, PSP Certification Regarding Lobbying (based on EPA Form 6600-06 (Rev. 06/2008)). If CONTRACTOR signed and submitted the PSP Certification Regarding Lobbying form during the procurement process for this contract it is not necessary to resubmit the certification.
- d. If CONTRACTOR expends non-federal funds in any amount to lobby as detailed in a., above, CONTRACTOR shall complete and submit to Standard Form LLL (Rev. 4/2012), Disclosure of

Title: Shoreline Master Plan effectiveness in the North Olympic Peninsula
Lobbying Activity. The form can be found at:
http://www.epa.gov/ogd/AppKit/form/sfillin_sec.pdf.

19. LOBBYING AND LITIGATION

a. All recipients

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

20. NONDISCRIMINATION and DISADVANTAGED BUSINESS ENTERPRISES

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

21. PAYMENT TO CONSULTANTS

EPA will limit its participation in salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipients' contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

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

As of January 1, 2019, the limit is \$638.24 per day \$79.77 per hour.
(Calculations: 2019 Level IV Executive Schedule annual pay = \$166,500 / 2087 = \$79.77 per hour or \$638.24 per day).

22. PROJECT APPROVAL

The quality, extent and character of any and all work, deliverables and/or services to be performed under this agreement by the CONTRACTOR shall be subject to the review and approval of the AGENCY through the Project Manager or other designated official. In the event that the AGENCY determines, that

Title: Shoreline Master Plan effectiveness in the North Olympic Peninsula
any work, deliverable, and/or service performed by the CONTRACTOR is unsatisfactory, the AGENCY may withhold reimbursement for the unsatisfactory work performed by the CONTRACTOR or require that the CONTRACTOR remediate their work product to get it to the satisfaction of the AGENCY. Such approval and satisfaction not be unreasonably withheld. The Parties may agree in the Statement of Work to specific approval, acceptance, and/or remediation terms. If the Statement of Work is silent on this topic, the Disputes provision, above, will govern the resolution process.

23. RECORDS MAINTENANCE

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

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

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

24. RECYCLED PAPER

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

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

25. RESPONSIBILITIES OF THE PARTIES

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

26. SEVERABILITY

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

27. SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the

Title: Shoreline Master Plan effectiveness in the North Olympic Peninsula
agency for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

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

28. TERMINATION DUE TO FUNDING

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

29. TERMINATION FOR CAUSE

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

30. TERMINATION FOR CONVENIENCE

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

31. TREATMENT OF ASSETS

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

32. WAIVER

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

**EXHIBIT B -
STATEMENT OF WORK & BUDGET**

Title: Shoreline Master Plan effectiveness study in the North Olympic Peninsula

Specific Period of Performance: This statement of work covers tasks expected over a period of two years. Tasks and deliverables may have the opportunity to be extended.

Purpose Statement:

This contract addresses a Science Work Action identified by the Puget Sound Science Panel to advance recovery of Puget Sound. The priority action relates to the effectiveness of Chinook salmon recovery and provides funding for projects that “monitor implementation and effectiveness, including cost effectiveness, of Chinook recovery efforts.” Located in Clallam and Jefferson Counties, this project will evaluate long-term protection efforts to prevent habitat loss in nearshore areas that Chinook salmon are known to use. The project supports and informs adaptation of strategies and programs to recover Chinook salmon and their habitat, but does not sample or evaluate salmon populations directly.

Local shoreline planning programs incorporate the policies and regulations based on the Shoreline Management Act through a Shoreline Master Program (SMP). Three basic policy areas of the Act aim to protect shoreline use, environmental resources, and public access. Local jurisdictions (i.e., cities and counties) are responsible for implementing an SMP, based on state laws and rules but are tailored to the unique geographic, economic, and environmental needs of each community. SMPs also aim to protect the natural resources and ecology of the shoreline by using a “no net loss” (NNL) standard. The NNL framework is designed to halt or mitigate the impacts to shoreline ecological functions resulting from new development.

Various components of nearshore regulation at the state and local level help execute the intent of the law and influence the impact of development on nearshore habitats. However, nearshore regulation effectiveness is not easily measured directly. To study the effectiveness of shoreline regulations in local jurisdictions, previous work was conducted in Clallam and Jefferson counties to identify measurable NNL indicators that supported the development of SMP policies and regulations designed to achieve NNL. The NNL indicators are used to monitor sites for permitting and implementation compliance. This contract evaluates the effectiveness of recent adjustments in permit outreach and compliance previously identified (Jefferson County) and early compliance and effectiveness (Clallam County) to evaluate the effectiveness of recently implemented SMP updates in Clallam and Jefferson counties. Both counties will share results with interested jurisdictions and use the results to improve their SMPs during the next update. Results from this project will be shared with other jurisdictions to demonstrate how to evaluate the effectiveness of shoreline regulation.

Tasks are described below and referenced in the table with deliverables, dates, and costs.

Task 1– Clallam and Jefferson Counties

Project Management

Clallam County will develop an interlocal agreement with Jefferson County. Jefferson County staff will invoice and provide deliverables to Clallam County who will invoice under this contract for both counties. A project work plan for both counties will be developed and presented for review by PSEMP during a meeting to be scheduled by PSP. Results of PSEMP review will be incorporated into the work plan. Ongoing project management will include regular (at least monthly) check in calls with PSP project manager.

Task 2 – Clallam County (CC)

Evaluate Effectiveness of the SMP

Clallam County will evaluate the effectiveness of the implementation of SMP policies and regulations to protect shoreline habitat. A kick-off meeting with PSP staff will discuss the project work plan, grant management, and timeline with PSP staff. No net loss (NNL) indicators will be adapted from Jefferson County program to define the shoreline development field form. A database will be developed to manage and track shoreline permits. Indicators will be matched with the assessment questions used to evaluate performance. Approximately 30 permit applications (office task) and approximately 24 construction sites (field review) will be evaluated for compliance. Outreach to the local community will provide information about SMP regulations and relevant changes.

Task 3 – Clallam County

Report results

Clallam County will summarize results on NNL indicators to evaluate success based on application review and permit requirements. The final report will describe data management, analyze indicators measured in the field, evaluate effectiveness of permits to implement SMP guidance, evaluate effectiveness of permits to guide construction, and provide recommendations for other jurisdictions related to adaptive management of monitoring, permitting, and enforcement. A detailed outline, draft report and draft 2-page fact sheet will be provided for review by PSP in advance of final written materials.

Task 4 – Jefferson County

Evaluate Effectiveness of the SMP

Jefferson County will build on Phase I of their NNL monitoring to evaluate the effectiveness of the permit process and compliance of permitted nearshore projects. A kick-off meeting with PSP staff will discuss the project work plan, grant management, and timeline with PSP staff. The County will update NNL indicators as needed to evaluate project status and ecological function; match NNL indicators to assessment questions; evaluate permit compliance with the permitting office; use indicators to track changes on permitted project sites for compliance; and track change in NNL indicators over time. Approximately 80 permit applications (office task) and 30 construction sites (Field review) will be evaluated for compliance. Outreach to the local community will provide information about SMP regulations and relevant changes.

Task 5 – Jefferson County

Report results

Jefferson County will summarize results on NNL indicators to evaluate success based on application review, permit requirements, and permit implementation. The final report will describe data management, analyze indicators measured in the field, evaluate effectiveness of permits to implement SMP guidance, evaluate effectiveness of permits to guide construction, and provide recommendations for other jurisdictions related to adaptive management of monitoring, permitting, and enforcement. A detailed outline, draft report and draft 2-page fact sheet will be provided for review by PSP. A detailed outline, draft report and draft 2-page fact sheet will be provided for review by PSP in advance of final written materials.

Task 6 – Clallam and Jefferson Counties

Present results

Presentations to the Partnership's Science Panel and local planner groups will share results of the project including the effectiveness of SMP regulations to protect nearshore habitat and any recommendations that would be relevant for other jurisdictions.

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

Task	Tasks	Deliverables to be submitted to the PSP Project Manager	Due Dates	Total Payable for each subtask upon completion and approval by PSP Project Manager
1.0	Project Management			
a.	Interlocal agreement between Clallam (CC) and Jefferson Counties (JC)	Signed interlocal agreement (CC & JC)	12/31/19	\$2,000
b.	Present study plan to PSEMP for project review	Presentation materials (to be scheduled by PSP, CC & JC)	TBD	\$4,000
c.	Ongoing project management	Project work plan integrating comments from PSEMP, invoices, progress reports and phone calls (CC & JC)	Monthly (or more frequently as needed)	\$7,000 (no billing for this subtask until entire project is completed)
2.0	Evaluate effectiveness of SMP polices and regulations; coordinate outreach to the local community about SMP regulations and changes (CC).			
a.	Kick-off meeting	Meeting agendas and notes	TBD	\$2,000
b.	Develop no net loss indicators	List of indicators: Shoreline Development Field Form Database	01/31/20	\$8,000
c.	Develop database to track SMP permits	Database	02/15/20	\$10,000
d.	Analysis of permit applications (through April 2020)	Summary report of permit processes; results for 5-10 permits	05/22/20	\$9,000
e.	Analysis of permit applications (May – June 2020)	Results for 5-10 permits	07/17/20	\$9,000
f.	Analysis of permit applications (July – August 2020)	Results for 5-10 permits	09/18/20	\$9,000
g.	Analysis of permit applications (Sept. – October 2020)	Results for 5-10 permits	11/20/20	\$9,000
h.	Conduct field review (through June 2020)	Completed Development Field Forms for 8 sites.	07/17/20	\$4,000
i.	Conducted field review (July – August 2020)	Completed Development Field Forms for 8 sites.	09/18/2020	\$4,000
j.	Conducted field review (Sept. – October 2020)	Completed Development Field Forms for 8 sites.	11/20/20	\$4,000
k.	Community outreach (through March 2020)	Summary of events, meeting materials, number of participants.	04/10/20	\$5,000

l.	Community outreach (April – June 2020)	Summary of events, meeting materials, number of participants.	07/10/20	\$5,000
m.	Community outreach (July – October 2020)	Summary of events, meeting materials, number of participants	11/12/20	\$6,000
3.0	Report results of effectiveness of SMP using NNL indicators (CC). Outline final report to include description of data management, field data, analysis of effectiveness of permits to implement SMP guidance and effectiveness of permits to guide construction, and recommendations for other jurisdictions. Fact sheet will summarize outcomes and lessons learned.			
a.	Produce outline of final report	Detailed outline (PSP to provide comments within 3 weeks of "Due Date".	01/15/21	\$2,000
b.	Draft report	Draft report (PSP to provide comments within 3 weeks of "Due Date".	03/07/21	\$10,000
c.	Write final report	Final report	05/28/21	\$3,000
d.	Draft fact sheet	Draft fact sheet (PSP to provide comments within 3 weeks of "Due Date".	05/07/21	\$2,000
e.	Write final fact sheet	Final fact sheet	6/18/21	\$1,000
4.0	Evaluate effectiveness of SMP policies and regulations; coordinate outreach to the local community about SMP regulations and changes (JC).			
a.	Kick-off meeting	Meeting agenda and notes	TBD	\$2,000
b.	Update no net loss indicators	List of updated indicators	01/10/20	\$7,000
c.	Update database to track SMP permits	Updated Database	01/10/20	\$5,000
d.	Analysis of permit application (through March)	Results for 20 permits	04/17/20	\$9,000
e.	Analysis of permit application (April – June 2020)	Results for 20 permits	07/17/20	\$9,000
f.	Analysis of permit application (July – August 2020)	Results for 20 permits	9/18/20	\$9,000
g.	Analysis of permit application (Sept. – October 2020)	Results for 20 permits	11/20/20	\$9,000
h.	Conduct field review (through March 2020)	Completed Development Field forms for 10 sites	04/17/20	\$7,000
i.	Conduct field review (April – July 2020)	Completed Development Field forms for 10 sites	08/20/20	\$7,000
j.	Conduct field review (August – October 2020)	Completed Development Field forms for 10 sites	11/20/20	\$7,000
k.	Community Outreach (through March 2020)	Summary of event; meeting materials; number of participants	04/10/20	\$2,000
l.	Community Outreach (April – June 2020)	Summary of event; meeting materials; number of participants	07/10/20	\$2,000
m.	Community Outreach (July – October 2020)	Summary of event; meeting materials; number of participants	11/12/20	\$2,000
5.0	Report results of effectiveness of SMP using NNL indicators (JC). Outline and final report to include description of data management, field data, analysis of effectiveness of permits to implement SMP guidance and			

	effectiveness of permits to guide construction, and recommendations for other jurisdictions. Fact sheet will summarize outcomes and lessons learned.			
a.	Produce outline of final report	Detailed outline (PSP to provide comments within 3 weeks of "Due Date".	01/15/21	\$2,000
b.	Draft report	Draft report (PSP to provide comments within 3 weeks of "Due Date".	03/07/21	\$15,000
c.	Write final report	Final report	05/28/21	\$5,000
d.	Draft fact sheet	Draft fact sheet (PSP to provide comments within 3 weeks of "Due Date".	05/07/21	\$2,000
e.	Write final fact sheet	Final fact sheet	06/18/21	\$1,000
6.0	Clallam and Jefferson both share approaches and results			
a.	Presentation to Science Panel	Presentation materials (CC & JC)	No later than June 30, 2021	\$8,000
b.	Presentation to local planners	Presentation materials (CC & JC)	No later than June 30, 2021	\$8,000
TOTAL PAYABLE UPON COMPLETION & APPROVAL				\$233,000

PROGRAM SPECIFIC REQUIREMENTS/NARRATIVE

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

**EXHIBIT C -
Deliverable & Billing Procedures**

Title: Shoreline Master Plan effectiveness study in the North Olympic Peninsula

DELIVERABLE PROCEDURES

Deliverable requirements, including due dates, are specified in Exhibit B, Statement of Work and Budget. CONTRACTOR shall submit deliverables to the PSP Project Manager listed on page 1 of this Agreement. Do not attach deliverables to invoice vouchers.

PSP Project Manager must provide written Acceptance of deliverables to CONTRACTOR and to PSP Fiscal before PSP Fiscal can pay an invoice for those deliverables.

BILLING & INVOICE VOUCHER REQUIREMENTS

To request payment, the CONTRACTOR shall submit a form A-19 invoice voucher at least monthly to the AGENCY *unless* there are no deliverables due for the month of billing. CONTRACTOR shall only bill for completed tasks and deliverables agreed to in Exhibit B, Statement of Work & Budget.

Each invoice voucher submitted to the AGENCY by the CONTRACTOR must, at a minimum, include the following:

1. The PSP contract/agreement number.
2. The time-period during which the services were performed.
3. A description of the tasks or subtasks performed and deliverables submitted that have met the pay-point criteria listed in Exhibit B, Statement of Work and Budget, column "Payment Information and/or Amount."
4. Total invoice amount.
5. Date deliverable was accepted by PSP Project Manager. See DELIVERABLE PROCEDURES, above.
6. Attach any other information mutually agreed upon by both parties during the course of the contract.

Submit payment requests to:

*Puget Sound Partnership
Fiscal Unit
326 East D Street
Tacoma, WA 98421-1801*

Requests may be submitted electronically to pspfiscal@psp.wa.gov

GENERAL BILLING TERMS

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

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

The AGENCY may terminate the agreement or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to comply with any term or condition of this contract.

The CONTRACTOR shall submit a monthly invoice voucher or equivalent document to the AGENCY *unless* the agreement has been identified as a "deliverable-based" contract with specific due date or

special condition that has been approved by the Partnership. Contractors must submit invoices within 30 days after the month of completion of deliverables to the PSP Project Manager. Payment for approved goods and/or services will be made by check, warrant or electronic fund transfer (EFT) within 30 days of receipt of the invoice. The CONTRACTOR must submit invoices for all work done within a fiscal year 30 days after the end of the fiscal year. Invoices shall be paid within 30 days after the final invoice has been submitted.

BILLING CONDITIONS:

All Contractors must submit any budget changes to any deliverable(s) to PSP for sufficient processing time of any amendment execution between PSP and the Contractor. If information provided does not allow for sufficient processing time, PSP will not adjust or pay for any invoices or billing over the 10% of the total amount listed for each deliverable even if the added total amounts for all the deliverables does not exceed the total budget.

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

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

