

**THE TULALIP TRIBES OF WASHINGTON**  
**RESOLUTION 2024 - 117**

**Recreation and Conservation Office Grant Agreement Project 22-1754P, Meadowdale  
Restoration Monitoring**

**WHEREAS**, the Board of Directors is the governing body of the Tulalip Tribes under the Constitution and Bylaws of the Tribes approved by the United States Commissioner of Indian Affairs and the Secretary of the Interior on January 24, 1936, pursuant to the Act of June 18, 1934 (48 Stat. 984, 25 U.S.C. § 5123); and

**WHEREAS**, the Tulalip Board of Directors under Article VI, Section 1(L) of the Tribal Constitution desire to safeguard and promote the community's peace, safety, and general welfare; and

**WHEREAS**, the Washington State Recreation and Conservation Office (the "Office") and the Tulalip Tribes (the "Tribes") wish to enter into an RCO Tribal Grant Agreement for the Meadowdale Informing Coastal Stream Restoration project in Edmonds, WA (the "Project"); and

**WHEREAS**, this Agreement sets out the terms and conditions of the grant that will be from July 1, 2023, to November 30, 2025, with the project cost at \$200,139 including \$139,821 in grant funds from RCO and \$60,318 in required Tribes' matching funds, which will be provided by Tulalip staff time and covered by EPA NEP funds; and

**WHEREAS**, Chairwoman Teri Gobin is authorized to act as a representative/agent for the Tribes with full authority to bind the Tribe regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of the Tulalip Tribes, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s); and

**WHEREAS**, the Tribes acknowledges that the Tulalip Board of Directors has full legal authority to approve the project agreement(s) on behalf of the Tulalip Tribes, that includes approval of indemnification and limited waiver of sovereign immunity pursuant to TTC 2.05.020(3); and

**WHEREAS**, the Tribe understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization; and

**WHEREAS**, any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project referenced above; and

**WHEREAS**, the Tribes acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete; and

**WHEREAS**, the Tribes acknowledges that any property not owned by Tulalip that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the project agreement or an amendment thereto; and

**WHEREAS**, this resolution/authorization is deemed to be part of the formal grant application to the Office; and

**WHEREAS**, the Tribes warrants and certifies, that this resolution/authorization was properly and lawfully adopted following applicable laws and policies.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Directors of the Tulalip Tribes of Washington hereby approves the RCO Grant Agreement Meadowdale Restoration Monitoring: Informing Coastal Stream Restoration Project 22-1754P in the amount of \$200,139 with \$139,821 in grants and with the Tribes' matching funds of \$60,318 from EPA NEP funds, and further authorizes the Chair, or the Vice-Chair on her behalf, to sign the same and any no-cost amendments thereto for the sole purpose of extending the term of the Grant Agreement, provided that any such amendment shall be subject to legal review.

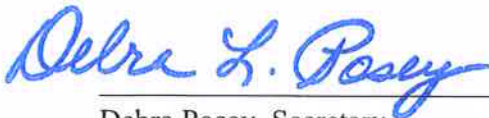
**ADOPTED** by the Board of Directors of the Tulalip Tribes of Washington at a regular board meeting assembled on the 1st day of March, 2024, with a quorum present, by a vote of 5 For, 0 Against, and 0 Abstain.

**THE TULALIP TRIBES OF WASHINGTON**



Teri Gobin, Chair

**ATTEST:**



Debra Posey, Secretary



Project Sponsor: Tulalip Tribes

Project Number: 22-1754P

Project Title: Meadowdale: Informing Coastal Stream Restoration

Approval Date: 07/01/2023

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**PARTIES OF THE AGREEMENT**

This Recreation and Conservation Office Agreement (Agreement) is entered into between the State of Washington by and through the Department of Fish and Wildlife (WDFW or Funding Entity) acting through the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Tulalip Tribes (Sponsor, and primary Sponsor), 6406 Marine Dr, Tulalip, WA 98271, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

The identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) enter into this project agreement on behalf of the Sponsor(s), (2) enter any amendments thereto on behalf of the Sponsors. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all sponsors, unless otherwise allowed in Amendments to Agreement Section.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS section).

**PURPOSE OF AGREEMENT**

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

**DESCRIPTION OF PROJECT**

The Tulalip Tribes and partners will investigate the ecological and geomorphic outcomes of the Meadowdale Park estuary restoration project in Edmonds, WA (RCO project number 18-1259) to inform the siting and design of future coastal stream mouths. The restoration project is the first stream mouth restoration project along the railroad corridor. The restoration included novel elements of excavating a large estuary embayment with room for the site to adjust to fluvial and coastal processes, as well as sea level rise. The proposed investigation will inform the onsite and offsite benefits of restored sediment transport conditions, as well as the sustainability of the estuary design.

**PERIOD OF PERFORMANCE**

The period of performance begins on July 1, 2023 (project start date) and ends on November 30, 2025 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

**STANDARD TERMS AND CONDITIONS INCORPORATED**

The Standard Terms and Conditions of the Recreation and Conservation Office are hereby incorporated by reference as part of this Agreement.

**LONG-TERM OBLIGATIONS**

For this planning project, the sponsor's on-going obligation shall be the same as the period of performance identified in the Period of Performance section.

Where conflicts may exist between this section and other sections of the agreement, the latter shall apply.

**PROJECT FUNDING**

The total grant award provided for this project shall not exceed \$139,821.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
Office - ESRP Activities	69.86%	\$139,821.00	State
Project Sponsor	30.14%	\$60,318.00	
Total Project Cost	100.00%	\$200,139.00	

## **RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS**

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions of the Recreation and Conservation Office.

## **AMENDMENTS TO AGREEMENT**

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO's director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding on the Sponsor.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all applicable federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

## **COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES**

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, and any applicable federal program and accounting rules effective as of the date of this Agreement, and with respect to any amendments to this Agreement, as of the effective date of that amendment.

Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

For the purpose of this Agreement all applicable RCO WACs and funding board policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Estuary & Salmon Restoration Program Policy Manual
- Reimbursements - Manual 8

Any applicable tribal preference laws may otherwise apply for a Sponsor that is a federally recognized Indian Tribe provided such preference laws are consistent with federal law.

## SPECIAL CONDITIONS

### ESRP STATEMENT OF WORK

Incorporate "Attachment A" - 22-1754 Statement of Work 12202023 (PRISM Attachment #589885) by reference here as an attachment to the project Agreement.

### INDIRECT COSTS ARE ELIGIBLE

The Tulalip Tribes of Washington's federally approved Indirect Cost Rate for 1/1/2023 through 12/31/2023 is 19.37% and is subject to change each fiscal year.

## SPECIAL CONDITIONS - CULTURAL RESOURCES

None

## AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

### Sponsor Project Contact

Todd Zackey  
Marine & Nearshore Prgm Mngr.  
6406 Marine Dr  
Tulalip, WA 98271  
tzackey@tulaliptribes-nsn.gov

### RCO Contact

Kay Caromile  
Outdoor Grants Manager  
PO Box 40917  
Olympia, WA 98504-0917  
kay.caromile@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change.

## ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

## EFFECTIVE DATE

This Agreement, for project 22-1754, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date).

Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RECREATION AND CONSERVATION OFFICE. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Tulalip Tribes

By: Teri Gobin

Date: 03/01/24

Name (printed): Teri Gobin

Title: Tulalip Tribes BOB chair



## State of Washington Recreation and Conservation Office

By: Christy A. Rains  
Christy A. Rains (Mar 26, 2024 13:24 PDT)

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For Megan Duffy  
Director  
Recreation and Conservation Office

Date: Mar 26, 2024

Pre-approved as to form:

By: *Daniel Z. Marshall*  
Assistant Attorney General

Date: 10/26/2023

**Project Sponsor:** Tulalip Tribes  
**Project Title:** Meadowdale: Informing Coastal Stream Restoration

**Project Number:** 22-1754P  
**Approval Date:** 07/01/2023

## Eligible Scope Activities

### ELIGIBLE SCOPE ACTIVITIES

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#### Planning Metrics

**Worksite #1, Meadowdale Beach Park**

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Puget Sound ESU, Chum  
Salmon-Puget Sound/Strait of Georgia ESU,  
Coho Salmon-Puget Sound/Strait of Georgia  
ESU, Steelhead-Puget Sound DPS  
Searun Cutthroat

Targeted species (non-ESU species):

#### Equipment

**Purchase miscellaneous equipment**

Number of miscellaneous equipment items :

1

Describe the miscellaneous equipment being purchased:

HPR Plus Handheld PIT Tag Reader

#### Regional Feasibility and Pre-Design (Learning) Project

**Regional Feasibility and Pre-Design (Learning) Project**

#### Agency Indirect Costs

**Agency Indirect**

**Project Sponsor:** Tulalip Tribes  
**Project Title:** Meadowdale: Informing Coastal Stream Restoration

**Project Number:** 22-1754P  
**Approval Date:** 07/01/2023

## Project Milestones

### PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Data Gathering Begins	10/15/2020	Aerial imagery acquisition (UAV flights)
X	Data Gathering Begins	10/19/2020	Sediment mapping and classification
X	Data Gathering Begins	10/19/2020	Beach & Embayment Transects
X	Data Gathering Begins	03/02/2022	Fish sampling
X	Data Gathering Begins	11/20/2022	Time-lapse camera installation and maintenance
X	Data Gathering Begins	02/01/2023	Snohomish County Data Collection and Analysis
X	Data Gathering Begins	02/16/2023	Water quality data logger installation and maintenance
X	Cultural Resources Complete	07/01/2023	
	Project Start	07/01/2023	
	Learning Plan to RCO	12/31/2023	Draft Plan to ESRP Science Coordinator
	Learning Plan to RCO	01/31/2024	Final Plan attached to PRISM and wiki
	Wiki: Enter Initial Content	01/31/2024	
	Other	02/01/2024	Convene Technical Advisory Group Meeting to meet quarterly
	Data Gathering Begins	02/01/2024	Invertebrate Sampling
	Data Gathering Begins	03/31/2024	RFID PIT Tagged gravel tracking
	Progress Report Due	04/01/2024	
	Other	05/01/2024	Quarterly TAG meeting
	Annual Project Billing Due	07/31/2024	
	Other	08/01/2024	Quarterly TAG meeting
	Data Gathering Begins	09/01/2024	Biological Sample Analysis
	Progress Report Due	10/01/2024	
	Other	11/01/2024	Quarterly TAG meeting
	Other	02/01/2025	Quarterly TAG meeting
	Progress Report Due	04/01/2025	
	Other	05/01/2025	Quarterly TAG meeting
	Interim Data Summary to RCO	07/15/2025	Deliverable 5.1: Attach Interim Results Analysis to PRISM and wiki
	Annual Project Billing Due	07/31/2025	
	Other	08/01/2025	Quarterly TAG meeting
	Other	08/31/2025	Deliverable 4.1: Data collection log
	Draft Plan/Study Report	09/01/2025	Deliverable 6.1: Draft report to ESRP science coordinator
	Final Plan/Study Report	10/15/2025	Deliverable 6.2: Attach to PRISM and wiki
	Final Plan/Study Report	10/15/2025	Summary Report – Provide short summary restoration recommendations and guidance report for small coastal streams along the waterfront railroad corridor. Attach to PRISM and wiki.
	Other	10/15/2025	Presentation Title, planned webinar date and venue (if applicable) of the presentation
	Final Report Due	10/31/2025	
	Webinar: Present Study Results	11/20/2025	Attach slides to wiki and PRISM
	Wiki: Finalize Content	11/30/2025	
	Agreement End Date	11/30/2025	PROJECT CLOSING. All expenditures must be prior to this date.
	Final Billing Due	01/31/2026	



**Project Sponsor:** Tulalip Tribes  
**Project Title:** Meadowdale: Informing Coastal Stream Restoration

**Project Number:** 22-1754P  
**Approval Date:** 07/01/2023

## Standard Terms and Conditions of the Recreation and Conservation Office

### Table of Contents

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE .....	8
CITATIONS, HEADINGS AND DEFINITIONS .....	8
PERFORMANCE BY THE SPONSOR .....	10
ASSIGNMENT .....	10
RESPONSIBILITY FOR PROJECT .....	10
INDEMNIFICATION .....	10
INDEPENDENT CAPACITY OF THE SPONSOR .....	11
CONFLICT OF INTEREST .....	11
COMPLIANCE WITH APPLICABLE LAW .....	11
RECORDS .....	12
PROJECT FUNDING .....	13
PROJECT REIMBURSEMENTS .....	13
ADVANCE PAYMENTS .....	14
RECOVERY OF PAYMENTS .....	14
COVENANT AGAINST CONTINGENT FEES .....	14
INCOME (AND FEES) AND USE OF INCOME .....	14
PROCUREMENT REQUIREMENTS .....	14
TREATMENT OF EQUIPMENT AND ASSETS .....	15
RIGHT OF INSPECTION .....	15
STEWARDSHIP AND MONITORING .....	15
ACKNOWLEDGMENT AND SIGNS .....	15
LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS .....	16
CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS .....	16
ORDER OF PRECEDENCE .....	16
LIMITATION OF AUTHORITY .....	17
WAIVER OF DEFAULT .....	17
APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH .....	17
SPECIFIC PERFORMANCE .....	17
TERMINATION AND SUSPENSION .....	17
DISPUTE RESOLUTION .....	18
GOVERNING LAW/VENUE .....	19
PROVISIONS FOR FEDERALLY RECOGNIZED INDIAN TRIBES .....	20
SEVERABILITY .....	21
END OF AGREEMENT .....	21

## STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This agreement reflects Standard Terms and Conditions of the Recreation and Conservation Office as of 12/14/2023.

## CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

**acquisition project** – A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

**agreement or project agreement** – The document entitled "RCO Tribal Project Agreement" accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the Recreation and Conservation Office, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Agreement subject to any limitations on their effect.

**applicable manual(s)** – A manual designated in this Agreement to apply as terms of this Agreement, subject to substitution of the "RCO director" for instances where the term "board" occurs.

**applicable WAC(s)** – Designated chapters or provisions of the Washington Administrative Code that are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the "RCO director" for instances where the term "board" occurs.

**applicant** – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds administered by RCO.

**application** – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

**Authorized Representative/Agent** – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

**C.F.R.** – Code of Federal Regulations

**contractor** – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

**conversion** – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

**director** – The chief executive officer of the Recreation and Conservation Office or that person's designee.

**effective date** – The date when the signatures of all parties to this agreement are present in the agreement.

**equipment** – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. 200 as updated).

**funding board or board** – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board, or both as may apply.

**Funding Entity** – the entity that approves the project that is the subject to this Agreement.

**grant program** – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

**indirect cost** – 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 (2 C.F.R. Part 200 (as updated)).

**long-term compliance period** – The period of time after the project end date or end of the period of performance (depending on the project types and grant program). During this period, the Sponsor has continuing obligations under the Agreement. This period may have a nonspecific end date (in perpetuity) or an expressly specified number of years.

**long-term obligations** – Sponsor's obligations after the project end date, as specified in the Agreement and applicable regulations and policies.

**match or matching share** – The portion of the total project cost provided by the Sponsor.

**milestone** – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

**Office** – Means the Recreation and Conservation Office or RCO.

**pass-through entity** – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

**period of performance** – The period beginning on the project start date and ending on the project end date.

**pre-agreement cost** – A project cost incurred before the period of performance.

**primary Sponsor** – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. This administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

**project** – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO.

**project area** – A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

**project cost** – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

**project end date** – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

**project start date** – The specific date identified in the Agreement on which the period of performance starts.

**RCFB** – Recreation and Conservation Funding Board

**RCO – Recreation and Conservation Office** – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

**RCW** – Revised Code of Washington

**reimbursement** – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

**renovation project** – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

**secondary sponsor** – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

**Sponsor** – A Sponsor is an organization that is listed in and has signed this Agreement.

**Sponsor Authorized Representative/Agent** – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This



person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

#### **SRFB – Salmon Recovery Funding Board**

**subaward** – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

**subrecipient** – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an 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 (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

**useful service life** – Period during which an asset or property is expected to be useable for the purpose it was acquired, developed, renovated, and/or restored per this Agreement.

**WAC** – Washington Administrative Code.

#### **PERFORMANCE BY THE SPONSOR**

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

#### **ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the RCO.

#### **RESPONSIBILITY FOR PROJECT**

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the Sponsor. When a project is Sponsored by more than one entity, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO has no responsibility for reviewing, approving, overseeing or supervising design or construction of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO will act only to confirm at a general, lay, and nontechnical level, solely for the purpose of compliance and payment and not for safety or suitability, that the project has apparently been completed as per the Agreement.

#### **INDEMNIFICATION**

Subject to the limitations provided in this Agreement, the Sponsor shall defend, indemnify, and hold the Recreation and Conservation Office (RCO), the Recreation and Conservation Funding Board, the Salmon Recovery Funding Board, collectively referred to herein as "the RCO"; and its officers and employees harmless from all damage, loss, claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement, by the Sponsor or the Sponsor's agents, employees, contractors, and subcontractors of any tier, or any persons for whom the Sponsor may be vicariously liable. If the RCO is immune from suit pursuant to a specific statutory exemption and or limitation as to the particular claim, demand(s), or suit(s) at law or equity, the Sponsor shall have no obligation to defend, indemnify or hold the RCO harmless. Should this section conflict with any other section of this Agreement, the terms of this section shall take precedence.

Provided that nothing herein shall require a Sponsor to defend or indemnify the RCO against and hold harmless the RCO from claims, demands or suits at law or equity based solely upon the negligence of the RCO, its employees and/or agents for whom the RCO is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, contractors, and subcontractors of any tier, or any persons for whom the Sponsor is vicariously liable, and (b) the RCO its employees and agents, contractors, and subcontractors of any tier or any for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or the negligence of the Sponsor's agents, employees, contractors, and subcontractors of any tier, or any persons for whom the Sponsor may be vicariously liable.

In the event a tribal employee files suit against the RCO for damages sustained in an occupational injury occurring while the tribal employee is performing services pursuant to this agreement, and RCO seeks indemnification by the tribe under this agreement for such a damages claim, the tribe shall waive and not assert immunity under the tribe's or the State's workers' compensation laws. The tribe's agreement not to assert its immunity under workers' compensation laws applies only to a claim by RCO for indemnification under this agreement, and does not preclude the tribe from asserting immunity or any other viable defenses to a claim by either a tribal employee or a third party.

#### **INDEPENDENT CAPACITY OF THE SPONSOR**

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by applicable federal, state, and/or local laws.

#### **CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52 if applicable; or any similar applicable statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **COMPLIANCE WITH APPLICABLE LAW**

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations).

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act; provided, however, if consistent with federal law, the applicable tribal preference laws may otherwise apply if the Sponsor is a federally recognized Indian Tribe. In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all applicable federal and state nondiscrimination laws, regulations and policies."

- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with applicable provisions of the rules and regulations

of the Washington State Department of Labor and Industries. However, applicable tribal wage and safety rules and preferences may otherwise apply if the Sponsor is a federally recognized Indian Tribe.

If Sponsor is a federally recognized Indian Tribe, the following shall apply: The Tribe shall provide workers compensation coverage for all of its employees in accordance with applicable tribal worker's compensation laws. To the extent grant funded employees are not subject to tribal workers compensation program coverage, they shall be covered by applicable state or federal workers compensation laws, and the Tribe shall not assert immunity under such workers compensation laws for actions brought under such laws by its employees or agents; and if such employees are not subject to state or federal workers compensation laws, the Tribe shall require employees to be insured under Employer's Contingent Liability (Stop Gap) with a minimum coverage limit of \$1,000,000 on accident and aggregate.

- D. **Archaeological and Cultural Resources.** RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The Sponsor must assist RCO in compliance with Governor's Executive Order 21-02 or the National Historic Preservation Act before and after initiating ground-disturbing activity or construction, repair, installation, rehabilitation, renovation, or maintenance work on lands, natural resources, or structures. The funding board requires documented compliance with Executive Order 21-02 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the Sponsor shall comply with the requirements of Executive Order 21-02. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
- E. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.
- No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- F. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

## RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. 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.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to RCO, Sponsor understands that RCO may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit RCO to disclose and copy such



document to respond to a request under state public records laws. The Sponsor hereby agrees to release RCO from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying, provided that RCO follows RCW 42.56 and applicable regulations and guidance.

#### PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

#### PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, which ever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:
  - 1) All approved or required activities outlined in the Agreement are done;
  - 2) On-site signs are in place (if applicable);
  - 3) A final project report is submitted to and accepted by RCO;
  - 4) Any other required documents and media are complete and submitted to RCO;
  - 5) A final reimbursement request is submitted to RCO;
  - 6) The completed project has been accepted by RCO;
  - 7) Final amendments have been processed;
  - 8) Fiscal transactions are complete, and
  - 9) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

## ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

## RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with applicable state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Overpayment Payments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

## COVENANT AGAINST CONTINGENT FEES

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

## INCOME (AND FEES) AND USE OF INCOME

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
  - 1) The Sponsor's matching resources;
  - 2) The project's total cost;
  - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
  - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
  - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
  - 6) Other purposes explicitly approved by RCO.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
  - 1) Grant program laws, rules, and applicable manuals;
  - 2) Value of any service(s) furnished;
  - 3) Value of any opportunities furnished; and
  - 4) Prevailing range of public fees in the state for the activity involved.

## PROCUREMENT REQUIREMENTS

**Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:

- 1) Publish a notice to the public requesting bids/proposals for the project;
- 2) Specify in the notice the date for submittal of bids/proposals;
- 3) Specify in the notice the general procedure and criteria for selection;
- 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected; and
- 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer; provided, however, if consistent with federal law, the applicable tribal preference laws may otherwise apply if the Sponsor is a federally recognized Indian Tribe.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

#### **TREATMENT OF EQUIPMENT AND ASSETS**

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

#### **RIGHT OF INSPECTION**

The Sponsor shall provide right of access to the project to RCO, 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, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure has been executed, it will further stipulate and define the RCO's right to inspect and access lands acquired or developed with this funding assistance.

#### **STEWARDSHIP AND MONITORING**

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

#### **ACKNOWLEDGMENT AND SIGNS**

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
  - 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
  - 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication



ceremonies.

## **LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS**

- A. **Long-Term Obligations.** Sponsor shall comply with the terms of this Agreement.
- B. **Perpetuity.** For acquisition projects, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO, RCO requires that the project area continue to function as intended after the period of performance in perpetuity. The ability for RCO to enforce this long-term obligation for an acquisition project shall be as prescribed in this Agreement.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon the terms of this Agreement, including without limitation all WACs and manuals deemed applicable and all applicable laws.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement, any applicable manual or WAC, or any applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per this Agreement and the applicable manuals, WACs and laws, and the RCO may pursue such remedies as the above allows.

## **CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS**

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
  - 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
  - 2) In a reasonably safe condition for the project's intended use;
  - 3) Throughout its estimated useful service life so as to prevent undue deterioration;
  - 4) In compliance with all applicable federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
  - 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current applicable guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
  - 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
  - 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

## **ORDER OF PRECEDENCE**

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict

between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. Applicable State law (constitution, statute);
- F. Applicable Washington Administrative Code;
- G. Applicable RCO manuals.

#### **LIMITATION OF AUTHORITY**

Only RCO's Director or RCO's delegate by writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

#### **WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

#### **APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH**

The Funding Entity (if different from RCO) and RCO relies on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

#### **SPECIFIC PERFORMANCE**

RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement and /or enforcement of long-term or other obligations. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

#### **TERMINATION AND SUSPENSION**

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

##### **A. For Cause.**

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
  - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
  - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or

- c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project.
  - 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
  - 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.
- B. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:
  - 1) The Sponsor was not in default; or
  - 2) Failure to perform was outside Sponsor's control, fault or negligence.
- C. **Rights or Remedies of the RCO.**
  - 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
  - 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
- D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.
  - 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

## DISPUTE RESOLUTION

General. This Dispute Resolution section applies only to disputes between the Sponsor and RCO regarding the Parties rights and responsibilities under this Agreement, including disputes concerning any claims of the Parties for any indemnification pursuant to this Agreement for third party claims.

The parties shall, if possible, first attempt to resolve any disputes through Informal Negotiations as described below. If that is not possible or is unsuccessful, the parties shall elect to resolve the dispute through (1) a Dispute Hearing process if agreeable to both parties, or (2) binding arbitration; provided the Sponsor shall have the option to elect to resolve the dispute in state or federal court if such courts possess jurisdiction over the dispute in question.

For all of the dispute resolution methods, (1) each party shall bear its own attorney's fees and costs; and (2) during utilization of any and/or all of the mediation, arbitration and/or Dispute Hearing steps and processes, any statutes of limitation shall be tolled, and in no circumstances shall any time utilizing such steps and processes be considered when determining whether any statutes of limitation have expired.

Informal Negotiations. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable



particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place.

Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of executives described above. Such closure shall not preclude continuing or later negotiations, if desired.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

Dispute Hearing. In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues.

A party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the RCO director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the dispute panel according to the nature and complexity of the issues involved. The process may be solely based on written material, if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the legal authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a dispute hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute, or completion of any Informal Negotiations conducted by the parties concerning the disputed action or position, whichever is later.

All fees and costs associated with the implementation of this process (excluding each party's own attorney's fees and costs) shall be shared equally by the parties.

Arbitration. In the event the Parties do not agree to resolve the dispute through a Dispute Hearing Process as set forth above, the parties shall resolve any controversy, claim or dispute concerning the making, formation, validity, obligations under, or breach of, this Agreement (Disputed Matter) through binding arbitration conducted under Judicial Arbitration and Mediation Services (JAMS) rules. Prior to invoking arbitration, the parties may agree to mediation, in which event the parties will use their best efforts to select a mediator as soon as possible. The mediator's costs and attendant costs of mediation shall be borne equally by the parties.

Either party may make a written demand for binding arbitration before a qualified arbitrator in Seattle, Washington, or at another place as the parties may agree in writing. Request for binding arbitration under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute, or completion of any Informal Negotiations conducted by the parties concerning the disputed action or position, whichever is later. A qualified arbitrator will mean a person generally familiar with the subject matter of the Disputed Matter with at least five years of arbitration experience, and knowledge of federal Indian law, if federal Indian law is part of the dispute. If the parties cannot agree on a single arbitrator, a three-person arbitration panel shall be selected as follows: each party shall select an arbitration panel member and the two selected panelists shall select a third. If the panelists cannot agree on a third arbitrator, the third arbitrator shall be selected by JAMS. The arbitration shall be administered by JAMS pursuant to its Expedited Procedures as now written or hereafter amended. Each party will pay for its own attorneys' fees and costs. The substantially prevailing party is entitled to reimbursement from the other party of all moneys it paid to the third arbitrator or JAMS related to the arbitration proceeding. The arbitrator's award shall be binding upon the parties and no appeal shall be permitted, except for a request to vacate under RCW 7.04A.230 or 9 U.S.C. § 10.

#### **GOVERNING LAW/VENUE**

This Agreement shall be construed and interpreted in accordance with the authorities set forth in the Order of Preference section. In the event of a lawsuit involving this Agreement, venue shall be in the jurisdiction where the project is situated, if

venue there is legally proper, and if not, in another jurisdiction where venue is legally proper.

#### PROVISIONS FOR FEDERALLY RECOGNIZED INDIAN TRIBES

- A. Limited Waiver of Sovereign Immunity. The Tribe expressly retains all rights and benefits of sovereign immunity. Nothing in this Agreement shall be deemed as a waiver of sovereign immunity or as increasing the Tribe's liability beyond any statutory or other limitation of liability, except as expressly stated herein.

The Tribe hereby grants and provides a limited waiver of sovereign immunity for the following purposes as may be needed by Sponsor or RCO:

- 1) to enforce the terms of this Agreement, including the indemnification provisions, and any documents recorded pursuant to this Agreement, such as those related to real property interests in the form of deeds, easements, or covenants,
  - 2) to enforce the Dispute Resolution provisions of this Agreement,
  - 3) to compel arbitration of a Disputed Matter,
  - 4) to enforce any mediation agreement, Disputes Panel Decision, or Arbitration award or judgment, and/or vacate an Arbitration award or judgment under RCW 7.04A.230 or 9 U.S.C. § 10,
  - 5) to enforce the long-term obligations of this agreement.
- B. This limited waiver of sovereign immunity shall apply to all matters in the above subsection A in federal district court, and if the federal district court lacks jurisdiction, then in a State court of competent jurisdiction. Such court may render judgment and issue such orders as may be necessary to enforce such awards or judgments. This waiver does not extend to and is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties; nor does it extend to any other type of action or to any other forum or regarding any other matter. No award for punitive damages of any kind may be made or enforced against the Tribe.

Duration of Limited Waiver of Sovereign Immunity described in subsection A above. The limited waiver of sovereign immunity shall apply during the period of performance of this Agreement and then be limited as follows:

- 1) For land acquisition projects: Limited to the 10 years following the end date of this agreement, however, the waiver shall be in perpetuity for fee simple property acquisitions or perpetual easements. However, the limited waiver of sovereign immunity in perpetuity is limited to the sole purpose of enforcing only subsections B and C of the Long-Term Obligations of the Projects and Sponsors section of this Agreement. Long-term obligations include any property or value owed to RCO for any conversion of the project real property to other purposes. For land acquisitions that are term limited, any limited waiver of sovereign immunity shall be limited to the longer of the 10 years following the end date of this agreement or the time required to enforce long-term obligations but only then for any relief owed to RCO for any conversion of real property to other purposes.
  - 2) For restoration projects: Limited to the 10 years following the end date of this agreement.
  - 3) For non-capital projects: Limited to the period of performance. Non-capital projects include Planning, Research, Monitoring, Education, Enforcement, Maintenance, Preliminary Design, Assessments, Acquisition of Water Rights, and Studies.
  - 4) For capital projects: Limited to the 25 years after the end date of this agreement. Capital projects include Development and Renovation (construction and/or renovation), and completed final designs.
- C. Liability Limits. Any payment of a monetary judgment arising from a resolution or judgment under the Dispute Resolution section, or any other defense and/or indemnity obligation under this Agreement, Sponsor's long-term obligations, or a default of an explicit duty owed by the Tribe to the RCO under the terms of this Agreement, shall be limited by and to the following:
- 1) For Noncapital Projects (Planning, Research, Monitoring, Education, Enforcement, Maintenance, Preliminary Design, Assessments, Acquisition of Water Rights, and Studies.): The RCO grant amount.
  - 2) For Restoration, Development (construction/renovation), Renovation, Acquisition, and completed final design projects: a per occurrence limit of \$1 million (with a maximum aggregate limit of \$3 million), or the grant amount, whichever greater, or in the case of a long-term obligation the cost of conversion or replacement property based on the current fair market value of a replacement property or an equivalent amount if the Sponsor has not obtained or is unable to obtain replacement property.
- D. In disputes between the parties, each party shall bear its own attorneys' fees and costs. Attorneys' fees and costs in connection with third party claims subject to the Sponsor's indemnification of RCO shall not reduce or otherwise affect

the Sponsor's liability limits in the Liability Limits subsection above.

**SEVERABILITY**

The provisions of this Agreement 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 Agreement.

**END OF AGREEMENT**

This is the end of the agreement.



## ***MEADOWDALE: INFORMING COASTAL STREAM RESTORATION***

July 1, 2023

### **PRISM Record Number: 22-1754**

Note that the project milestones and individual task costs below are estimates and subject to change.

### **Project Contacts**

#### **Project Manager:**

*Todd Zackey  
Marine & Nearshore Prgm Mngr.  
Tulalip Tribes Department of Natural Resources  
6406 Marine Dr  
Tulalip, WA 98271  
Phone: (360) 716-4637  
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#### **Administrative Contact:**

### **Whole Project Scope**

The Meadowdale Estuary Restoration Project is the first coastal stream mouth restoration project along the railroad-impacted shoreline of Puget Sound. The restoration project, funded in part by ESRP project #18-1587, replaces an undersized culvert through the railroad embankment with a 128-foot long bridge and excavates a 1.3-acre estuary upstream of the railroad embankment. This regionally significant restoration project presents a unique opportunity to future stream mouth restoration siting and design along the railroad as well as throughout Puget Sound along sediment starved shorelines.

The proposed investigation will focus on the geomorphic and ecological outcomes of the restoration. The stream mouth reconnection and estuary expansion are intended to restore sediment transport and deposition processes to provide improved conditions in the lower stream, estuary, and adjacent nearshore areas. The proposed investigation will document the adjustment of the restored site as fluvial and coastal processes act on it and will inform the sustainability of the design and investment. Understanding the “offsite” benefits to the adjacent nearshore habitats will add information on how stream mouth restoration can improve conditions along sediment starved beaches where feeder bluffs are substantially disconnected through extensive railroad or shoreline armoring stressors.

Investigation of the ecological benefits, notably use by juvenile Chinook Salmon originating in other river systems will be highly informative for future restoration siting and design, and provide key information documenting project benefits to stakeholders, funders, restoration practitioners, and the entire community. Salmon habitat restoration was a significant desired outcome of the restoration and the contributing funding sources. The proposed investigation will inform the return on the investment, thus guiding where and how to work in the future. Assuming juvenile Chinook Salmon use the restored habitats, the proposed investigation can help document the salmon benefits of independent coastal stream mouth restoration. This information is important for land and infrastructure owners along the shoreline who are asked to allow or partner on or even lead restoration. The information is also important for grant funding programs and state, local, tribal, non-profit entities considering future shoreline restoration.

### Agreement Scope

The Tulalip Tribes and partners will investigate the ecological and geomorphic outcomes of the Meadowdale Park estuary restoration project in Edmonds, WA (RCO project number 18-1259) to inform the siting and design of future coastal stream mouths. The restoration project is the first stream mouth restoration project along the railroad corridor. The restoration included novel elements of excavating a large estuary embayment with room for the site to adjust to fluvial and coastal processes, as well as sea level rise. The proposed investigation will inform the onsite and offsite benefits of restored sediment transport conditions, as well as the sustainability of the estuary design.

### Agreement Milestones

START DATE: July 1, 2023

END DATE: Work on this project must be completed by November 30, 2025

### Task Summary

Table 1 – Summary of tasks and costs (pasted from Budget Worksheet)

#	Task	Match	ESRP Amount
1	Project Administration	\$15,000	\$7,343
2	Project Plan		\$5,843
3	Wiki Content		\$3,906
4	Data Collection and Processing	\$45,318	\$71,883
5	Interim Results Analysis		\$26,513
6	Final Project Report		\$11,513
7	Final Project Presentation		\$2,668
			\$10,152
	<b>TOTAL</b>	<b>\$60,318</b>	<b>\$139,821</b>

### TASK 1: Project Management, Progress Reporting & PRISM Final Report

Project Management will include project reporting including PRISM reports, grant budget management, and assuring all grant requirements are met.

#### *Deliverables:*

- (1.1) **PRISM progress reports** that describe accomplishments, project status, and any delays or concerns (Submit 2/yr)  
 Target date – 4/1/2024  
 Target date – 10/1/2024  
 Target date – 4/1/2025
- (1.2) **PRISM Final Report** – Complete and submit a final report using the final report module in PRISM. This final PRISM report updates the information in PRISM to reflect your completed work and results.  
 Target date – 10/31/2025

**TASK 2 – Learning Project Plan****Task 2 Description:**

We will develop a project plan that includes: (1) project goals and objectives, (2) scope and schedule for implementation and deliverables, (3) sampling plan and methods, (4) descriptions of factors affecting accuracy and precision of mapping products, (5) assessment of how the sampling plan will address these factors, (6) descriptions of staff roles and expertise, (7) product descriptions, and (8) estimated costs. This project plan will be completed during the initial phase of our project timeline and will include coordination with project partners and ESRP to develop a clear plan to address the desired project outputs.

Sub-Task	Summary	Target Completion Date
2A		
2B		

*Deliverables:*

- (2.1) **Draft Project Plan** – Send a word document of the draft project plan to ESRP staff for review, minimum of 4 weeks in advance of the anticipated final project plan to allow adequate time for review and revisions.  
**Target date** – 12/31/2023
- (2.2) **Final Project Plan** – Upload a PDF file of the final project plan that incorporates ESRP staff comments to PRISM  
**Target date** – 1/31/2024

**TASK 3 – Create Wiki Page Content****Task 3 Description:**

Grantee will develop and maintain of a set of wiki pages that describe the project at <https://SalishSeaRestoration.org> including:

- An *effort page* describing the project and links to any web published resources related to the project, including the PRISM project snapshot for the project. If the project is evaluating the effects of restoration actions, this page will include a map of the restoration project and before/after photos. This page will be updated by the grantee as the project progresses (see below).
- A *workgroup page* describing the project proponent.
- A *document page* for, at minimum, the final project report.

*Deliverables:*

- (3.1) **Initial Wiki content** – Develop initial wiki pages as described above at the Salish Sea Restoration webpage (<https://SalishSeaRestoration.org>) following guidance therein.  
**Target date** – 01/31/2024
- (3.2) Upload Interim data summary to wiki and update (see Task 5)  
**Target Date** – 7/15/2025



(3.3) Upload Final report to wiki and update wiki project pages to reflect final project findings (see Task 6). All wiki pages developed under Task 3 must be accurate as of the time of project completion.

**Target Date – 10/15/2025**

(3.4) Upload Final presentation pdf to wiki (see Task 7)

**Target date –11/30/2025**

#### **TASK 4 – Data Collection and Processing**

##### **Task 4 Description:**

Data collection and processing will take place for the duration of the project and multiple data collection tasks will be collected during each site visit.

Aerial Imagery - Aerial imagery will be collected three times a year, spring, summer, & fall, at a target tidal elevation of 0' or less, weather permitting. Imagery will be collected utilizing an Ebee fixed wing drone with a pre-programmed flight path. 8 ground control point (GCP) targets will be surveyed with an RTK GPS for use in orthorectifying the imagery (Casella et al. 2020). Generation of a DSM will be done using Pix4D software which will be imported into ESRI ArcGIS for analysis of changes in elevations across the project site between UAV flights. Additional check of elevations derived from the DSM will be done utilizing RTK GPS transect profiles that are done during or within a week of when the UAV flight was conducted following guidance from Casella et al. 2020 and Long et al. 2016.

RTK GPS Beach Profiles - Nine beach profile transects have been established for the study site. An RTK GPS is used to take point measurements every 3 meters and at locations where the beach slope or surface substrate changes. Beach profiles will be collected 3 times annually after a UAV flight and additional data collection will be conducted after significant climatic events, heavy precipitation and/or wind storms which may significantly alter the beach and estuary configuration. Profile data will be QA/QC and used to produce a DTM utilizing ArcGIS software.

The final profile data will be compared to the UAV imagery derived DSM to help determine the accuracy and precision of the DSM. Comparisons of profile elevations will be conducted to determine profile elevation changes over time. The series of derived DTMs will be analyzed in ArcGIS to evaluate beach elevation and morphological changes over time and to assess volumetric changes in substrate over time utilizing methods outlined in Miller 2011.

Tracking of RFID PIT Tagged Sediment - RFID PIT Tagged sediment has been used to track travel times and distance for different sized sediment classes to determine sediment transport rates and direction of travel, Miller 2011, Miller et al. 2011, & Weaver. 2013, which is important to determine the fate of updrift and stream sediment to the restored estuary embayment. For this study we will utilize RFID PIT tagged sediment ranging in size from 3 to 13 cm in diameter and follow procedures outline in Miller 2011 and Weaver 2013. We will deploy sets of clasts of different sizes at different elevations, locations, and times with respect to tides, storms, and creek discharge to evaluate how the combination of coastal and fluvial processes move materials through the system. Maps of sediment transport trajectories will be generated with the surveys of the located clasts and related to transport mechanisms (e.g., tides, waves, winds, stream discharge) and used to test models.

Analysis of the tagged sediment results will be conducted in coordination with WWU staff and will assess transportation rates and direction of movement based on prevailing winds, precipitation/ streamflow, starting location (stream, beach, tidal elevation), and if we are able to deploy a wave meter, mean wave height.

Sediment Transport Tracking - Sediment tracking will make use of several approaches to quantify rates and processes driving sediment transport, characterize habitat change, and gather important validation data for modeling sediment transport across estuaries, inlets, and beaches. The sediment tracking component of this grant includes collection of:

- Aerial imagery and generation of digital surface models (DSM) via UAV for tracking changes in beach elevations, surface sediment class sizes, and changes in the beach and estuary configuration.
- Beach and estuary embayment RTK GPS profiles to generate and georeference digital terrain models (DTM) and track changes in beach profiles, volume changes, and to classify substrates in aerial imagery s and UAV derived DSMs.
- Tracking of RFID PIT tagged sediment to determine transport dynamics and rate of transport of varying sized clasts across the study area.
- Sediment mapping and classification will be conducted utilizing a combination of substrate type recorded during RTK GPS beach profile surveys as well as supervised classification and machine learning approaches utilizing remote sensed aerial imagery from UAS surveys and time-lapse imagery from fixed cameras.

Biological Data Collection and Analysis - Biological data collection started in February 2021 with fish data collection and will expand to include the collection of plankton samples, invertebrates from fallout traps, juvenile salmon stomach content, and DNA samples of all juvenile chinook caught. All data collection is and will be funded by an EPA NEP grant as match. However, we do not have sufficient funds to process these samples and have added into the application the option of funding the processing and laboratory analysis of the samples. Processing would entail:

- *Plankton* - processing of approximately 20 plankton samples collected over two years to identify plankton assemblages and proportion inside the estuary and the adjacent shoreline to determine prey field for juvenile salmon.
- *Terrestrial Invertebrates* - Processing of approximately 60 invertebrate samples from fallout trap to determine the terrestrial invertebrate prey field available to juvenile salmon within the estuary.
- *Juvenile Salmon Stomach Content* - processing of up to 40 stomach content samples to determine if juvenile salmon are consuming prey from the restored site.
- *Juvenile Chinook DNA samples* - processing up to 50 DNA samples of juvenile chinook to determine river of origin utilizing the restored system to identify which populations benefit from restoration efforts along this portion of the railroad corridor.

Time-lapse Photography (Match) - A solar powered Erdman Video Systems Mako TL time-lapse camera system has been installed in a tree on the bluff overlooking the shoreline project area. The camera is an 18MP DSLR camera in a weatherproof housing with a cellular modem. The picture interval can be changed remotely as needed and the images are automatically uploaded via cellular network to a webpage on the Erdman website where the images can be easily downloaded. Imagery from the time-lapse camera will be used to make qualitative observations of beach morphology changes and time-stamping events that have caused significant changes in the beach and estuary morphology and for use in the USGS CoSMoS model.

Fish Sampling (Match) - Bi-weekly sampling will be conducted February through June with electrofishing sampling being conducted at low tide in the stream channel, and beach seining at high tide in the estuary and outside nearshore areas.

Invertebrate sampling (Match) - a neuston plankton net will be used to sample plankton during beach seining sampling. Samples will be preserved in buffered formalin in labeled vials. Fall-out traps will be used to collect terrestrial invertebrates and will be conducted monthly March through June. Samples will be preserved in ethanol in labeled vials.

Juvenile Salmon Stomach Content (Match) - lavage samples will be collected from juvenile salmon during fish sampling efforts and preserved in buffered formalin in labeled vials.

Juvenile Chinook DNA (Match) - Caudal clips will be collected for all juvenile chinook encountered during fish sampling and preserved in ethanol in labeled vials.

Sub-Task	Summary	Target Start Date	Target End Date
4A	<i>Beach &amp; Embayment Transects</i>	10/19/2020	8/31/2025
4B	<i>RFID PIT Tagged gravel tracking</i>	3/31/2024	8/31/2025
4C	<i>Aerial imagery acquisition (UAV flights)</i>	10/15/2020	8/31/2025
4D	<i>Sediment mapping and classification</i>	10/19/2020	8/31/2025
4E	<i>Biological Sample Analysis</i>	9/1/2024	8/31/2025
4F	<i>(MATCH) Water quality data logger installation and maintenance</i>	2/16/2023	11/30/2025
4G	<i>(MATCH) Time-lapse camera installation and maintenance</i>	11/20/2022	11/30/2025
4H	<i>(MATCH) Fish sampling</i>	3/2/2022	6/30/2025
4I	<i>(MATCH) Invertebrate Sampling</i>	2/1/2024	6/30/2025
4J	<i>(MATCH) Snohomish County Data Collection and Analysis</i>	2/1/2023	8/31/2025

*Deliverables:*

- (4.1) Data collection log** – Maintain a log which summarizes each data collection event over the course of the learning project and upload a PDF print of that log to PRISM at the completion of each sub-task. Each log entry will include a description of the activities completed, and dates. Data associated with each log entry will be available upon request.

**Target date** – 8/31/2025

**TASK 5 – Interim Results Analysis**

Task 5 Description

Grantee will complete a preliminary analysis of data and results in a draft report that follows the guidance provided in *Attachment B*. The report will include:

- A synopsis of the period of data collection to that point.
- Tabular summary of relevant parameters.
- Any statistical analysis or figures
- A brief discussion of any findings and anomalies.

Sub-Task	Summary	Target Completion Date
5A		MMDDYY
5B		
5C		

*Deliverable:*



- (5.1) **Interim Results Analysis** – Upload a PDF file containing an interim report of results to PRISM that follows the guidance provided in Attachment B. Update the wiki project page (see deliverable 3.2) to include text describing project progress and either a link to the uploaded file, or text describing the content of the file.  
**Target date** – 7/15/2025

## **TASK 6 - Final Project Report**

### **Task 6 Description**

We will deliver a short summary report in addition to the draft and final learning project report. The short summary report will retail restoration recommendations and guidance for the restoration community. For the final report will follow the guidance provided in *Attachment B*, that will address the subjects identified in the final Learning Plan and will also include the following elements:

- A preferred bibliographic citation for the final report.
- An appendix providing a discussion of lessons learned and a bibliographic citation.
- An appendix describing the final data.
- An appendix describing the image archive provided.

Specific deliverables associated with the final report include:

1. The final report that describes data collection methods, QA/QC results, analysis methods and results, results discussion, and recommendations for design considerations for restoration of an estuary embayment and stream mouth along a sediment starved shoreline. The report will include descriptive statistics of the findings that is geared towards answering the geomorphic and ecological hypothesis in the proposal.
2. A summary of all tabular ecological and geomorphic data collected will be provided in a digital format. If desired, all QA/QC'd data collected as part of the project will be provided in a spreadsheet or database format. Summary statistics for fish sampling and invertebrate data will include, catch per unit effort (CPUE), relative abundances, and assemblage data.
3. All aerial imagery and products derived from it will be provided along with the accompanied metadata.
4. Stream channel, embayment, and shoreline cross-section and profile survey data will be plotted to show the changes at each transect over time and included in the final report and on the wiki page.
5. Post-restoration substrate classification maps and change analysis GIS data layers will be provided. These maps and data layers will document changes in the surface substrate types and distribution over a two-year period providing insight into what sized sediment is being transported to different areas across the site.
6. Time lapse photography and derived metrics of shoreline changes overtime, post-restoration will be provided. This data will help document when significant transport of sediment occurs and allow us to correlate it with site conditions and processes e.g. tidal elevation, waves, stream flooding.
7. Map and GIS layer showing movement of tagged gravel over time and associated metrics e.g. gravel size, distance traveled over time or during episodic event.
8. Continuous water quality data from data loggers. Summary plots of embayment water levels, salinity, and temperature will be generated and incorporated into the final report. QA/QC'd data will also be made available.

Sub-Task	Summary	Target CompletionDate
6A	Convene Technical Advisory Group Meeting to meet quarterly	2/1/2024
6B	Data analysis	7/31/2025

6C	Data analysis write up	8/31/2025
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*Deliverables:*

- (6.1) **Draft Project Report** – Provide a draft report to ESRP staff, a minimum of 4 weeks in advance of the anticipated final report submittal to allow adequate time for review and revisions.  
**Target date-** 9/1/2025
- (6.2) **Final Project Report** - Attach the final report and written response to comments to PRISM.  
**Target date-** 10/15/2025 *[Note: Final report must be submitted prior to advertising upcoming webinar (Deliverable 7.1)]*
- (6.3) **Summary Report** – Draft a short summary restoration recommendations and guidance report for small coastal streams along the waterfront railroad corridor. Attach to PRISM and wiki.  
**Target date** – 10/15/2025

**TASK 7 - Final Project Presentation****Task 7 Description**

Grantee will provide a professional presentation of results via an ESRP-hosted seminar or webinar, providing sufficient time (typ. two weeks advance) for the ESRP team to invite guests. The length of the presentation will be 45 minutes with 15 minutes for questions (1 hr total) unless otherwise agreed upon. The final project presentation will occur after delivery of a final project report.

In addition, the study findings will be communicated via presentations at technical conferences, and to restoration planning groups that are interested. Potential audience groups include: Lead Entities, Snohomish MRC, Snohomish Technical group, and PSEMP Nearshore Working Group.

*Deliverables:*

- (7.1) **Presentation Title, planned webinar date and venue (if applicable) of the presentation**, delivered by e-mail to ESRP Science Manager at least two weeks prior to the presentation and after the Final Project Report (Deliverable 6.2) is complete.  
**Target date** – 10/15/2025
- (7.2) **Presentation** - Delivery of the presentation. WDFW may record the presentation for use at its discretion.  
**Target date** – 11/20/2025
- (7.3) **PowerPoint Slides** - A copy of the PowerPoint presentation used in the final presentation, uploaded to PRISM and to <https://salishsearestoration.org> as a presentation file, linked to the wiki project page.  
**Target date** – 11/30/2025







**Summary of Deliverables**

#	Deliverable	Target Completion Date	Notes
1.1	PRISM Progress Reports (2/yr)	4/1/2024 10/1/2024 4/1/2025	
1.2	PRISM Final Report	10/31/2025	
2.1	Draft Learning Plan	12/31/2023	
2.2	Final Learning Plan	1/31/2024	
3.1	Wiki page initial content	1/31/2024	
3.2	Wiki page interim update	7/15/2025	
3.3	Final wiki content and final report uploaded to Wiki	10/15/2025	
3.4	Final presentation uploaded to wiki	11/30/2025	
4.1	Data collection log	8/31/2025	
5.1	Interim Data Summary	7/15/2025	
6.1	Draft Project Report	9/1/2025	
6.2	Final Project Report	10/15/2025	
6.3	Restoration Recommendation and Guidance Summary Report	10/15/2025	
7.1	Presentation Announcement	10/15/2025	
7.2	Presentation	11/20/2025	
7.3	PowerPoint uploaded to PRISM	11/30/2025	
	Agreement End Date	11/30/2025	All expenditures must be prior to this date.

**Attachment B: GUIDANCE FOR COMPLETING PROJECT PLAN, INTERIM RESULTS AND FINAL REPORT****TASK 2 – Learning Project Plan**

**The grantee will develop a project plan, minimally including:**

- Clearly defined project goals and objectives.
- Conceptual basis and rationale for the project approach
- Sampling plan for data collection including reference sites (if applicable)
- Planned data analyses including hypotheses (if applicable)
- A description of the products for this project and anticipated delivery schedule
- A description of the staff expertise required to complete the project and how that expertise will be secured
- This may be organized into the following sections: **Introduction, Methods, Timeline**

**If this is a project evaluating the effects of restoration, this learning plan should include the following additional components**

- A clear description of the restoration actions and when they occurred
- Hypotheses to be tested and parameters to be compared through quantitative monitoring
- Identification of control or reference sites (if applicable).
- Descriptions of temporal and spatial patterns that may affect the accurate and precise measurement or estimation of parameters.
- A clear sampling plan that includes frequency, duration, intensity and the planned methods of data analysis.
- A scope and schedule describing how qualitative or quantitative observations will trigger management actions or reporting (if applicable).

**TASK 5 – Interim Results Analysis**

The Grantee will complete a preliminary analysis of data, resulting in a draft report of results. That report of results should include:

- A synopsis of the period of data collection
- Tabular summary of relevant parameters.
- Any statistical comparisons, including stated assumptions, consistent with the project goals and objectives (if useful and meaningful at the time of analysis).
- Figures providing useful visual representation of those comparisons.
- A brief discussion of any findings and anomalies.

This work is intended to be an unformatted or lightly formatted product in preparation for a final project report, perhaps delivered as a simple memo, that provides updates on ongoing observations without creating a substantive additional effort. These interim results are not anticipated to occur more than once a year (at most) for any one subject.

**TASK 6 - Final Project Report**

The Grantee will deliver a draft and final learning project report consistent with specifications found in the Learning Plan, the submitted budget, and previous tasks. That report will provide sufficient information such that a scientifically trained reader could replicate the procedures and analyses. The report will be formatted as a scientific paper (Introduction, Methods, Results, Discussion) unless otherwise agreed upon. The report will address the subjects identified in the final Learning Plan and also include the following elements:

- A synthesis or executive summary of the project and findings, paraphrasing critical sections of the report, while using language and terms that are easy to understand for broad audiences. The synthesis will include (for example as a bulleted list) 1. Implications for future restoration and 2. Key uncertainties.
- A preferred bibliographic citation for the final report.
- An appendix describing the final data as described in Deliverable (6.3).
- An appendix describing the image archive provided as Deliverable (6.4).







# 22-1754 Agreement - Meadowdale SOW Final

Final Audit Report

2024-03-26

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