



Interagency Agreement

Agreement Number: 2024-41

Title: Salmonid Residence, Survival, and Migration in Newly Constructed Habitat Site in the Lower Duwamish River

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

CONTRACTOR INFORMATION

Port of Seattle
PO Box 1209
Seattle, WA. 98111

Project Manager

Jen Stebbings
Stebbing.j@portseattle.org
(206) 437-8600

UBI: 178003644
EIN: 916001025
UEI: VFD9N7EQDCN3
Type:

Fiscal: Andrew Cartica
Cartica.A@portseattle.org
(206) 787-6184

PSP INFORMATION

PUGET SOUND PARTNERSHIP
PO Box 40900
Olympia, WA 98504

Project Manager

Megan Wilson
Megan.wilson@psp.wa.gov
(360) 522-0546

PURPOSE

The purpose of this agreement is to install and operationalize a passive integrated transponder (PIT) array at the Duwamish River People's Park and Shoreline Habitat (DRPP) to monitor juvenile fish use and migration through the newly restored habitat.

This project will develop and monitor progress measures in the Duwamish River Watershed and will identify opportunities to improve the quality of data collection. The project includes working with local knowledge network partners and the recovery community in the Duwamish River Watershed to implement science initiatives needed to support recovery efforts. The project will provide findings about the effectiveness of restoration efforts that will support Puget Sound recovery and resilience more broadly. These findings and lessons learned can be synthesized to support planning and management decisions

STATEMENT OF WORK

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

PERIOD OF PERFORMANCE

The period of performance under this agreement will be from the date of execution (_____) through **June 30, 2025. No work shall commence under this agreement until it has been fully executed by both parties.**

COMPENSATION AND PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **One hundred fifteen thousand dollars (\$115,000)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. CONTRACTOR'S compensation for services rendered shall be in accordance with the Budget & Billing Procedures attached as Exhibit C.

FEDERAL FUNDING INFORMATION

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

TERMS AND CONDITIONS

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

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

ORDER OF PRECEDENCE

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

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

ENTIRE AGREEMENT

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

APPROVAL

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

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

Port of Seattle

Puget Sound Partnership

_____ Date

_____ Date

Brent Barnes
Chief Operating Officer

APPROVED AS TO FORM:

/s Jonathan Thompson
Assistant Attorney General

December 5, 2013
Date

**EXHIBIT A -
GENERAL TERMS AND CONDITIONS**

(All Federal Requirements listed below will not be applicable if this agreement is not funded with federal EPA funds)

Title: Salmonid Residence, Survival, and Migration in Newly Constructed Habitat Site
in the Lower Duwamish River

1. DEFINITIONS

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

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

2. AMERICANS WITH DISABILITIES ACT (ADA)

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

3. ADVANCE PAYMENTS PROHIBITED

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

4. AMENDMENT

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

5. ASSIGNMENT

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

6. ASSURANCES

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

7. CONFIDENTIALITY

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

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

8. CREDIT AND ACKNOWLEDGEMENT

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

9. DEBARMENT AND SUSPENSION

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

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

10. DISALLOWED COSTS

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

11. DISPUTES

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

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

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

12. DUPLICATION OF BILLED COSTS

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

13. GEOSPATIAL DATA STANDARDS

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

14. GOVERNING LAW AND VENUE

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

15. HOTEL MOTEL FIRE SAFETY ACT

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

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

16. INDEPENDENT CAPACITY

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

17. INTELLECTUAL PROPERTY RIGHTS

Except for as provided in Section 35.g, and unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act 17 U.S.C. § 101, et seq., and shall be owned by the AGENCY.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or

sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

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

Material which CONTRACTOR uses to perform the contract but is not created for or paid for by AGENCY is not “work made for hire”; however, CONTRACTOR shall grant the AGENCY a nonexclusive, royalty free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display, provided that such license shall be limited to the extent which CONTRACTOR has a right to grant such a license to use this material for AGENCY internal purposes at no charge to AGENCY. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the AGENCY. The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any material delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the material by the CONTRACTOR.

AGENCY shall grant CONTRACTOR a nonexclusive, royalty free, irrevocable license to reproduce, publish, recover, or otherwise use all deliverables provided by CONTRACTOR under this Agreement, including all reports and memos, including the right to translate, reproduce, distribute, prepare derivative works, publicly perform, publicly display, and authorize others to use the same for federal, state or local government purposes.

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

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

19. LIGHT REFRESHMENTS and/or MEALS

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- 1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- 2) A description of the purpose, agenda, location, length, and timing for the event; and,
- 3) An estimated number of participants in the event and a description of their roles.

Cost for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

20. LOBBYING PROHIBITED

- a. By signing this contract, CONTRACTOR agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying, 31 U.S.C. § 1352, and 40 CFR Part 30 if applicable. CONTRACTOR shall include the language of this provision in subcontracts that exceed \$100,000 of federal funds and require all subcontractors to certify and disclose accordingly.

- b. No Federal appropriated funds shall be paid by or on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- c. If this contract includes federal funds exceeding \$100,000, CONTRACTOR shall sign and submit to AGENCY Exhibit D, Attachment 2, PSP Certification Regarding Lobbying (based on EPA Form 6600-06 (Rev. 06/2008)). If CONTRACTOR signed and submitted the PSP Certification Regarding Lobbying form during the procurement process for this contract it is not necessary to resubmit the certification.
- d. If CONTRACTOR expends non-federal funds in any amount to lobby as detailed in a., above, CONTRACTOR shall complete and submit to Standard Form LLL (Rev. 4/2012), Disclosure of Lobbying Activity. The form can be found at:
http://www.epa.gov/ogd/AppKit/form/sfillin_sec.pdf.

21. LOBBYING AND LITIGATION

a. All recipients

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

22. NONDISCRIMINATION and DISADVANTAGED BUSINESS ENTERPRISES

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

23. NONDISCRIMINATION

a. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

b. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

c. Default. Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

24. PAYMENT TO CONSULTANTS

Puget Sound Partnership follows the federal payment to consultant rate as specified below:

As of January 1, 2024, the limit is \$91.95 per hour or \$735.60 per day.

(Calculations: 2024 Level IV Executive Schedule annual pay = \$191,900 / 2087 = \$91.95 per hour or \$735.60 per day).

25. PROJECT APPROVAL

The quality, extent, and character of any and all work, deliverables and/or services to be performed under this agreement by the CONTRACTOR shall be subject to the review and approval of the AGENCY through the Project Manager or other designated official. In the event that the AGENCY determines that any work, deliverable, and/or service performed by the CONTRACTOR is unsatisfactory, the AGENCY may withhold reimbursement for the unsatisfactory work performed by the CONTRACTOR or require that the CONTRACTOR remediate their work product to get it to the satisfaction of the AGENCY. The Parties may agree in the Statement of Work to specific approval, acceptance, and/or remediation terms. If the Statement of Work is silent on this topic, the Disputes provision above will govern the resolution process.

26. RECORDS MAINTENANCE

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

At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement. If this contract exceeds \$100,000 and any portion of the funding source is federal, the

federal funding agency, the Comptroller General of the United States, or any duly authorized representatives shall have access to books documents, papers, and records of CONTRACTOR directly pertinent to this contract for purpose of making audits, examination, excerpts, and transcriptions (40 CFR 30.48(d)).

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

27. RECYCLED PAPER

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

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

28. RESPONSIBILITIES OF THE PARTIES

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

29. SEVERABILITY

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

30. STATE GRANT CYBERSECURITY

- (a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
- (b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.
- (2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

31. SUBCONTRACTING

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

The parties hereby agree that CONTRACTOR may subcontract for the purchase of any of the deliverables under this Agreement, including the PIT array equipment and all reports and memos, without written approval by Agency.

32. TERMINATION DUE TO FUNDING

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

33. TERMINATION FOR CAUSE

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

34. TERMINATION FOR CONVENIENCE

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

35. TREATMENT OF ASSETS

- a. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- b. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- c. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- d. If any AGENCY property is lost, destroyed, or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- e. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination, or cancellation of this contract.
- f. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents, or SUBCONTRACTORS.
- g. EXCEPTION: Port of Seattle will retain ownership of the PIT array equipment and will not transfer such equipment to Agency after completion of the work

36. UTILIZATION OF DIVERSE BUSINESSES

The State of Washington works towards providing the maximum practicable opportunity for small and diverse businesses in the performance of all State contracts. Contractor shall use genuine efforts to

utilize race- or gender-neutral means to allow opportunities for small and diverse businesses to participate in subcontracts, where participation opportunities are present. Contractor shall make genuine efforts to ensure all available business enterprises, including small and diverse businesses, have equal opportunity for participation which might be presented under this Agreement.

37. WAIVER

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

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

Title: Salmonid Residence, Survival, and Migration in Newly Constructed Habitat Site
in the Lower Duwamish River

PURPOSE:

This project seeks to install and operationalize a passive integrated transponder (PIT) array at the Duwamish River People’s Park and Shoreline Habitat (DRPP) to monitor juvenile fish use and migration through the newly restored habitat. There is a large data gap on how out-migrating salmonids are utilizing recently completed habitat restoration projects within the highly modified estuarine environment of the lower Duwamish River. Many sampling efforts have tried to address this using beach seining in the Duwamish. This method only captures fish presence at a single moment in time and does not allow researchers to determine if restoration projects are indeed providing meaningful long-term rearing habitat. Based on WRIA 9 funded research done to date, we know that this long-term rearing is key to producing Chinook outmigrants that will survive to adulthood. The Port of Seattle’s DRPP offers migrating salmonids off-channel estuarine refugia that hasn’t been available for almost 100 years. Direct sampling methods (i.e., fyke net) indicate juvenile Chinook salmon are entering the off-channel marsh basin within the DRPP but little is known about how these fish are using the site (e.g., residence time, repeated entry, etc.). A PIT array will be installed at the mouth of the DRPP marsh basin. During fyke net deployment, any salmonids that meet the appropriate tagging criteria will have a PIT tag inserted. The tagged fish will then be released back into the main channel of the Duwamish River. If a tagged fish enters the marsh basin, the PIT array will record its data. The Port and King County will then analyze the data to help determine how the tagged fish are utilizing the DRPP marsh basin, including residence time, multiple re-entries, overall migration patterns, etc. This is a complementary project to King County’s current research on juvenile salmonid migration in the lower Green River. Several thousand fish will be tagged upstream as part of that project, and the PIT arrays at DRPP will be able to detect if/how any fish tagged elsewhere in the watershed (or greater Puget Sound) are utilizing the marsh basin. This will provide invaluable information on juvenile salmonid migratory patterns in a comprehensive, watershed-scale way. The DRPP project is one of the largest habitat restoration projects in the Duwamish estuary in a generation. DRPP is a Tier 1 project identified in WRIA 9’s Salmon Habitat Plan (WRIA 9 2021). It aligns with WRIA 9’s recovery strategy of protect, restore, and enhance estuarine habitat and with the Duwamish Blueprint program identified within the Salmon Habitat Plan. Effectiveness monitoring and enhanced fish monitoring to understand how fish are using the project site is essential to ensure that this project and future estuary restoration projects in the Duwamish maximize benefits to salmon.

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

ASSUMPTION:

The Port of Seattle will only be submitting a billing invoice for the subtasks 2b and 5b as listed on the statement of work & budget table below.

Task	Task/Activities/Description	Deliverable/ Outcome	Due Date/ Timeframe	Payment Information and/or Amount
1	Project management, meeting facilitation, and technical coordination			
1a	Hold check-in meetings with the project team.	Agendas, attendees, and notes for meetings.	Biweekly from 01/2024 – 12/2024	

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Task	Task/Activities/Description	Deliverable/ Outcome	Due Date/ Timeframe	Payment Information and/or Amount
1b	Hold quarterly check-in calls with the Partnership project manager.	Quarterly call.	Quarterly from 01/2024 – 06/2025	
1c	Diligently track budget and progress.	Timely and accurate invoices.	Upon deliverable submission.	
2	PIT array installation			
2a	Determine PIT array configuration required to adequately record fish coming in/out of marsh basin.	Bid from vendor (West Fork Environmental) with all the required equipment and staff time required to install PIT array.	01/31/2024	
2b	Installation and testing of PIT antennas to confirm the system is working and estimate detection rates.	Photos of installation process and data to estimate detection rate.	3/31/2024	\$90,000
3	Field work			
3a	Plan and conduct field work, including fyke netting and tagging of juvenile salmonids.	1-2 page memo describing methodology, successes, and challenges during field work campaign.	06/30/2024	
4	Data analysis			
4a	Analyze data from field work campaign.		7/1/2024 – 10/31/2024	
4b	Calculate and report on metrics, including residence time, multiple re-entries, overall migration patterns, habitat use, survival, etc.	1-2 page memo describing preliminary results.	10/31/2024	
5	Reporting and outreach			
5a	Complete a draft report, including methods, results, and discussion/lessons learned.	Full draft report that is circulated to the Partnership, project partners, and other relevant reviewers.	12/31/2024	
5b	Complete a final report, incorporating relevant reviewer comments. Complete a two-page fact sheet that summarizes results for broad audiences. Any additional maintenance or replacement of equipment due to damage and/or theft.	Final report and two-page fact sheet.	1/31/2025	\$25,000
5c	To maximize regional impacts of this study, share results and	Complete presentation(s) to relevant groups.	6/30/2025	

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Task	Task/Activities/Description	Deliverable/ Outcome	Due Date/ Timeframe	Payment Information and/or Amount
	lessons learned with broad audiences.			
TOTAL MAXIMUM PAYABLE AMOUNT				\$115,000

PROGRAM SPECIFIC REQUIREMENTS/NARRATIVE

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

**EXHIBIT C -
Deliverable & Billing Procedures**

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DELIVERABLE PROCEDURES

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

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

BILLING & INVOICE VOUCHER REQUIREMENTS

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

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

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

Submit payment requests to:

*Puget Sound Partnership
Fiscal Unit
PO Box 40900
Olympia, WA, 98504*

Submit all invoices electronically to: pspfiscal@psp.wa.gov

GENERAL BILLING TERMS

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

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

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

The CONTRACTOR shall submit a monthly invoice voucher or equivalent document to the AGENCY

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

BILLING CONDITIONS:

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

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

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