



RFP #841
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, SEPTEMBER 21, 2022
DUE DATE: WEDNESDAY, OCTOBER 19, 2022 by 1:30 pm

Request for Proposal for:

**SHORELINE MASTER PROGRAM MONITORING & ADAPTIVE
MANAGEMENT IMPLEMENTATION PLAN**

SUBMIT:

One (1) Original
Three (3) Complete Copies

of the Proposal to:

Shipping Method of your Choice or Hand Delivery

Clark County
ATTN: Office of Purchasing
1300 Franklin Street, 6th Floor, Suite 650
Vancouver WA 98660
564-397-2323

United States Postal Service

Clark County
ATTN: Office of Purchasing
PO Box 5000
Vancouver WA 98666-5000
564-397-2323

Office Hours: 8:00 am – 3:00 pm, Monday – Friday, except Legal Holidays.

No electronic submissions.

*****Proposals must be delivered to the Purchasing office – No Exceptions***

*****Proposals must be date and time stamped by Purchasing staff by 1:30 pm on due date.***

Refer Questions to Project Manager:

Jenna Kay
Planner III / Community Planning
Jenna.Kay@clark.wa.gov
564-397-4968

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALITY - Proposer shall comply with all applicable state and federal laws governing the confidentiality of information.

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES - Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at <http://www.clark.wa.gov/hr/documents.html>. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM - Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of its life cycle. Product criteria have been established on the Green Purchasing List <https://clark.wa.gov/sites/default/files/dept/files/general-services/Purchasing/ERP%20Policy.pdf>

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

LIMITATION - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS - An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

PRICE WARRANT - The proposer shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor, in a similar socioeconomic, geographical region.

PROTESTS - Must be submitted to the Purchasing Department.

PUBLIC SAFETY - May require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

ACCEPTANCE or REJECTION OF PROPOSALS - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS - Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE - The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS
Clark County ADA Office: V: 564-397-2322
ADA@clark.wa.gov

Request for Proposals

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Shoreline Master Program Monitoring & Adaptive Management Implementation Plan

Part I

Proposal Requirements

Section IA	General Information
1. Introduction	<p>The purpose of this RFP is to seek consultant help to assist the county with development of the Shoreline Master Program (SMP) Monitoring and Adaptive Management Implementation Plan (Implementation Plan).</p> <p>The Clark County Community Planning Department received a grant award from the Washington State Department of Ecology through the Shoreline Master Program (SMP) Competitive Grant Pilot Program. The grant is to develop an Implementation Plan that is consistent with the Clark County Coalition Monitoring and Adaptive Management Framework (M&AM Framework) and WAC 173-26. The overall goal of this project is to improve current shoreline permit implementation monitoring processes in Clark County, and establish an approach for the periodic consolidation, analysis, and evaluation of permit data.</p> <p>If your company contact details <i>are not</i> on the Plan Holder List at https://clark.wa.gov/internal-services/request-proposal-1 Attachment B, Letter of Interest must be submitted to participate in this RFP.</p> <p>Proposers shall respond to all sections to be considered.</p> <p>Clark County has made this Request for Proposal subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this proposal will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.</p>
2. Background	<p>The Clark County Coalition, made up of Clark County and the town and cities within it, SMP M&AM Framework was developed as part of the 2012 SMP Comprehensive Update (Ecology Grant Number G1000058). This Framework aligns with the no net loss of ecological function requirement and WACs 173-26-201(2)(b) and 173-26-191(2)(a)(iii)(D) that require local governments to monitor actions taken to implement their SMPs and to identify a process to periodically evaluate the cumulative effects of authorized development on shoreline conditions. The M&AM Framework lays out the purpose and framework of an initial monitoring program and identifies that additional work will need to be done to develop the specific methods and tools to execute this program in more detail. This project focuses on the additional work needed for permit implementation monitoring.</p> <p>Clark County currently conducts its own project-specific compliance monitoring and has been tracking shoreline permit data since the 2012 Comprehensive Update. Since 2012, the county has mapped the location of shoreline projects. Beyond some exploratory analysis as part of the 2020 Periodic Review, the county has not implemented the M&AM Framework's approach to periodically consolidate, analyze, and evaluate shoreline activities.</p> <p>While the county will lead this project, all local jurisdictions in the Clark County Coalition (Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal, and Yacolt) will be invited to collaborate through consultation. The county will also share any tools, protocols, and methods developed with the Coalition.</p>
3. Scope of Project	<p>The county seeks to hire a consultant to create an action-ready Implementation Plan. The hired consultant will help the county 1) Document current permit implementation monitoring processes; 2) Identify areas for process and procedural improvements; 3) Establish methods for cumulative analysis, evaluation, and reporting, which may include additional supplemental data</p>

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	<p>such as aerial imagery; 4) Test the methods using existing implementation data; and 5) Summarize what can be learned about the cumulative effects of authorized development on shoreline conditions and how effectively the SMP is being implemented through the permit process. Implementation Plan development will also include a technical work group to provide review and feedback.</p>														
4. Project Funding	<p>The anticipated cost for the consultant services described herein is \$80,000.</p> <p>The Proposers proposal shall include the Proposers true estimated cost to perform the work irrespective of the budgeted funds for this work.</p> <p>Clark County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p> <p>El Condado de Clark, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y el Reglamento, por la presente notifica a todos los postores que se asegurará afirmativamente de que cualquier contrato celebrado de conformidad con este anuncio, las empresas comerciales desfavorecidas tendrán la oportunidad plena y justa de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en consideración a un laudo.</p>														
5. Timeline for Selection	<p>The following dates are the intended timeline:</p> <table><tr><td>Proposals Due</td><td>October 19, 2022</td></tr><tr><td>Proposal Review / Evaluation Period</td><td>Late October 2022</td></tr><tr><td>Interviews/Demonstration</td><td>November 2, 2022</td></tr><tr><td>Selection Committee Recommendation</td><td>November 3, 2022</td></tr><tr><td>Contract Negotiation</td><td>November 3 – 21, 2022</td></tr><tr><td>Contract Execution / Clark County Council Consent Agenda Approval</td><td>November 21 – December 6, 2022</td></tr><tr><td>Contract Intended to Begin</td><td>Early December</td></tr></table>	Proposals Due	October 19, 2022	Proposal Review / Evaluation Period	Late October 2022	Interviews/Demonstration	November 2, 2022	Selection Committee Recommendation	November 3, 2022	Contract Negotiation	November 3 – 21, 2022	Contract Execution / Clark County Council Consent Agenda Approval	November 21 – December 6, 2022	Contract Intended to Begin	Early December
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6. Employment Verification	<p>To be considered responsive to this formal Clark County RFP, all proposers shall submit before, include with their response or within 48 hours after submittal, a recent copy of their E-Verify MOU or proof of pending enrollment. The awarded contractor shall be responsible to provide Clark County with the same E-Verify enrollment documentation for each sub-contractor (\$25,000 or more) within thirty days after the sub-contractor starts work. Contractors and sub-contractors shall provide a report(s) showing status of new employees hired after the date of the MOU. The status report shall be directed to the county project manager at the end of the contract, or annually, whichever comes first. E-Verify information</p>														

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	<p>and enrollment is available at the Department of Homeland Security web page: www.dhs.gov/E-Verify</p> <p>How to submit the MOU in advance of the submittal date:</p> <ol style="list-style-type: none">1. Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or;2. E-mail: koni.odell@clark.wa.gov or priscilla.ricci@clark.wa.gov <p><i>Note : Sole Proprietors shall submit a letter stating exempt.</i></p>
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Section IB	Work Requirements
1. Required Services	<p>The services described in this section include task descriptions and deliverables.</p> <p>Task 1: Implementation Plan Development.</p> <p>Task Description. Develop an Implementation Plan that includes the specific processes, methods, data protocols, and tools needed for the periodic consolidation, analysis, and evaluation of the cumulative effects of authorized development on shoreline conditions.</p> <ul style="list-style-type: none">• Consistent. The Implementation Plan needs to be consistent with the SMP M&AM Framework, WAC 173-26, and Department of Ecology grant Agreement No. SEASMP-2123-CICoCp-00001.• Sustainable. The Implementation Plan needs to be sustainable with respect to existing, available resources.• Support Tools. If necessary, the consultant will develop a tool(s), or modify existing tool(s), for the analysis and evaluation of permit implementation data. If any tools are developed, they will be included as part of the Implementation Plan.• Data Review. In developing the Implementation Plan, the consultant will review existing shoreline permit data and existing relevant SMP documents. Work will involve researching what other jurisdictions of comparable population and/or geography have done, interviewing county staff involved with implementation and analysis, and researching available tools.• Methodology Testing. Once a draft methodology has been proposed, the consultant will coach county staff to test the proposed methodology using existing shoreline permit data and any supplemental data identified as necessary in the Implementation Plan. The consultant will coach county staff on a written summary and analysis of the test results to be integrated into the Implementation Plan. The summary will include a robust analysis about what is known about the cumulative effects of authorized development on shoreline conditions, if permits are being issued consistently with the SMP, and if projects are being constructed in compliance with the authorized permit(s).• Recommended Improvements. The final version of the Implementation Plan will include a summary of lessons learned from testing the methodology and how those lessons are incorporated into the final Implementation Plan. The final version will include any recommendations for improvements to permit processes and to the data consolidation, analysis, and evaluation methods. <p>Deliverables.</p> <ul style="list-style-type: none">• First draft of Implementation Plan• Second draft of Implementation Plan• Final version of Implementation Plan• Support tool(s), if applicable

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	<p>Task 2: Technical Review and Collaboration.</p> <p>Task Description. Collaborate with county staff to convene and facilitate a technical work group to provide review and feedback on the Implementation Plan and to identify opportunities for collaboration and coordination. This task is to help provide a science-based, realistic, and resilient Implementation Plan created in partnership with multiple technical stakeholders in southwest Washington.</p> <ul style="list-style-type: none">• The consultant will be the main presenter at meetings and creator of documents for review while the county will provide meeting administrative support.• The consultant and county staff will collaboratively design the work group meeting schedule, format, and agendas.• Work group members will include representatives from local governments, state resource agencies, and other parties.• In addition to providing feedback on the Implementation Plan, the work group will discuss opportunities for sharing shoreline-related monitoring data and/or other opportunities for data monitoring partnerships, coordination, and resource sharing.• For the purposes of budgeting, assume up to four (4) technical workgroup meetings will take place in a hybrid format in which in-person and remote participation options are available. Written feedback may also be provided by technical work group members in between meetings.• The consultant will document feedback received from the technical work group and incorporate it into the Implementation Plan. <p>Deliverables.</p> <ul style="list-style-type: none">• Presentation materials for each technical workgroup meeting• Technical work group feedback summary, including documentation of feedback received and how it was addressed <p>Task 3: Project Management and Coordination.</p> <p>Task Description. Throughout the project, the consultant will regularly coordinate with the county project manager through email, phone and/or video calls. The consultant will propose an approach for the frequency and duration of these meetings. Any project management responsibilities such as coordination meetings, invoice and progress report creation are assumed to be included as part of this task. The consultant is expected to submit monthly invoices and progress reports to the county.</p> <p>Deliverables.</p> <ul style="list-style-type: none">• Monthly progress reports• Monthly invoices
2. County Performed Work	The county will provide technical assistance to the consultant throughout the project. The project manager will be the main point of contact for the county. County staff will review and provide feedback on all draft and final deliverables. This is anticipated to include an iterative approach that incorporates feedback to reach the final version of materials. In addition to the project manager, county staff who will provide input on the Implementation Plan and may be involved in methodology testing include members of the Long-range Planning, Current Planning, Wetland and Habitat, and GIS teams. County staff will be responsible for stakeholder coordination,

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	agendas, and notetaking for the technical work group meetings. The Clark County Shoreline Administrator or their designated staff will participate in the technical work group. Additional county staff may also be identified to participate in the work group. County GIS staff involvement will depend on how GIS tools are included in the Implementation Plan.
3. Deliverables & Schedule	<p>An approximate schedule for the project:</p> <ul style="list-style-type: none">• December 2022-January 2023: map out project schedule and work plan; initial research including review of existing shoreline data and documents; interviews with key county staff; identification of stakeholders to invite to participate in technical work group• February-March 2023: meeting(s) with technical work group; development of methodology; first draft of Implementation Plan• April-May 2023: methodology testing; second draft of Implementation Plan, additional meeting(s) with technical work group• June 2023: final version of Implementation Plan
4. Place of Performance	Contract performance may take place in the County's facility, the Proposer's facility, a third-party location or any combination thereof.
5. Period of Performance	A contract awarded as a result of this RFP will be for six (6) to seven (7) months and is intended to begin on December 6, 2022 and end no later than June 23, 2023.
6. Prevailing Wage (When Applicable)	<p>Contractors shall meet the requirements for Prevailing Wage and public works requirements, per RCW 39.04.350. Proposer shall be either exempt, by having a valid Washington business license for three years or more <u>and</u> completed three or more public works projects <u>or</u> received and completed training on prevailing wage and public works requirements.</p> <p>Pursuant to State of Washington RCW 39.12, all payment for salaries and wages shall conform to State of Washington Department of Labor and Industries as prevailing wage rates. For this project select the Clark County rates that apply on the proposal closing date from either of these sites:</p> <p>http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm</p> <p>http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates</p> <p>Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L & I Number 700-29) approved by the Washington State Department of Labor and Industries.</p> <p>A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the proposed items of this contract.</p>

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7. Debarred/Suspended	<p>Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.</p> <p>All proposer's must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matter" form with their proposal to be eligible to participate.</p>
8. Public Disclosure	<p>This procurement is subject to the Washington Public Records Act (the "Act"), chapter 42.56 RCW. Once in the County's possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.</p> <p>If a Respondent or Proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or Proposer shall clearly identify each such portion with the word "PROPRIETARY". The County will notify the Respondent or Proposer in writing of the request and allow the Respondent or Proposer ten (10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.</p>
9. Insurance/Bond	<p>A. <u>Waiver of Subrogation</u> All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of subrogation prior to a loss. Contractor hereby waives its own right of subrogation against County and shall require similar written express waivers and insurance clauses from each of its subcontractors.</p> <p>B. <u>Proof of Insurance</u> Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30-day written notice by mail to the County. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.</p> <p>C. <u>Worker's Compensation</u> As required by the industrial insurance laws of the State of Washington.</p> <p>D. <u>Automobile</u> If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.</p> <p>E. <u>Commercial General Liability (CGL) Insurance</u> written under ISO Form CG0001 or its latest equivalent with minimum limits of \$1,000,000 per occurrence and in the aggregate for each</p>

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	<p>one year policy period. Personal and Advertising Injury \$1,000,000 and General Aggregate \$1,000,000. This policy must renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. Clark County needs to be listed as additional insured.</p> <p>F. <u>Professional Liability (aka Errors and Omissions)</u> The Proposer shall obtain, at Proposer's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence. The deductible will not be more than \$25,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Proposer's liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.</p> <p>G. <u>Umbrella Liability Coverage</u> Umbrella Coverage in the amount of \$1,000,000 shall be provided and will apply over all liability policies without exception, including Commercial General Liability and Automobile Liability.</p> <p>H. <u>Additional Insured</u> Clark County, its officers, employees and agents, will be named on all policies of contractor and any subcontractors as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. Clark County reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.</p> <p>All policies must have a Best's Rating of A-VII or better.</p>
10. Plan Holders List	<p>All proposers are required to be listed on the plan holders list.</p> <p>✓ Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:</p> <p>To view the Plan Holders List, please click on the link below or copy and paste into your browser. Clark County RFP site: https://clark.wa.gov/internal-services/purchasing-overview</p> <ul style="list-style-type: none">• If your organization is NOT listed, submit Attachment B - Letter of Interest to ensure your inclusion.• Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

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Part II Proposal Preparation and Submittal

Section IIA	Pre-Submittal Meeting / Clarification
1. Pre-Submittal Meeting	There will be no pre-submittal meeting or site visit scheduled for this project.
2. Proposal Clarification	<p>Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page.</p> <p>The deadline for submitting such questions/clarifications is October 12, 2022 by 5:00 pm.</p> <p>An addendum will be issued no later than October 13, 2022 to all recorded holders of the RFP if a substantive clarification is in order.</p> <p>The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.</p> <p>Clark County RFP site: https://clark.wa.gov/internal-services/request-proposal-1</p>
Section IIB	Proposal Submission
1. Proposals Due	<p>Sealed proposals must be received no later than the date, time and location specified on the cover of this document.</p> <p>The outside of the envelope/package shall clearly identify:</p> <ol style="list-style-type: none">1. RFP Number and;2. TITLE and;3. Name and Address of the Proposer. <p>Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.</p> <p>Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.</p>
2. Proposal	<p>Proposals must be clear, succinct and not exceed six (6) pages, excluding resumes, E-Verify, coversheet and debarment form. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.</p> <p>For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u>.</p> <p>The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.</p> <p>Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.</p>

Request for Proposal #841

Shoreline Master Program Monitoring & Adaptive Management Implementation Plan

	<p>All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.</p> <p>Additional support documents, such as sales brochures, should not be included with each copy unless otherwise specified.</p>
Section IIC	Proposal Content
1. Cover Sheet	This form is to be used as your proposal Cover Sheet. See Cover Sheet - Attachment A
2. Project Team	The proposal will specify who the project manager is and who is proposed to be on the project team. Resumes of key personnel, to be assigned to this project shall be provided. Proposals shall include an organizational chart including identifying the proposed project/contract manager for the consultant. A table on project team member capacity and an estimated percent of the project scope each member of the team expects to perform shall be included. Both the organizational chart and team member capacity table are included in the page limit.
3. Management Approach	The proposal will include a description of the proposed management approach that paints a picture of what it will be like working with the proposal team on this project. Please note that it is expected that the consultant's project manager will correspond with the county's project manager or other assigned county staff on all aspects and phases of the project.
4. Respondent's Capabilities	<p>The proposal will include a summary of how the organization(s) and the team are qualified to undertake the contract in terms of related work experience and demonstrated knowledge of the subject matter. The county is seeking a consultant team that brings the following strengths:</p> <ul style="list-style-type: none">• Experience with development of monitoring and adaptive management programs• Familiarity with local government permit processes and systems• Experience with the Washington State Shoreline Management Act, Shoreline Master Programs, and/or similar types of laws and programs related to shorelines or critical areas• Experience with thoughtful and inclusive approaches for forming and working with technical stakeholder work groups, including how feedback from the group can be encouraged and incorporated into the Implementation Plan• Effective experience interacting with a wide range of people: from county staff to technical stakeholder groups• Excellent project management, assertive communication, and problem-solving skills• Excellent clear, succinct, and easy-to-understand plan writing skills

Request for Proposal #841

Shoreline Master Program Monitoring & Adaptive Management Implementation Plan

	The proposal will also include contact information for three (3) references from recent and relevant work experiences that may be contacted during the proposal evaluation process (see Section IIIA).
5. Project Approach and Understanding	Explain your proposed approach for accomplishing the goals and tasks of the project. Enough information needs to be provided in the proposal for the review committee to understand how the proposer would approach key aspects of each task and how the proposer would set the county up for success in achieving the overall project goal. Proposed changes to the scope of work are also welcome and need to be consistent with grant Agreement No. SEASMP-2123-CICoCp-00001 .
6. Proposed Cost	The proposal must include a cost proposal that details costs broken out by task and must include team hourly rates, expenses, and overhead.
7. Employment Verification	<p>Please refer to section 1A.6. – E-Verify</p> <p>IMPORTANT NOTE: Include this portion of the response immediately AFTER the cover page, if not already on file with Clark County. Current vendors on file can be viewed at: https://clark.wa.gov/internal-services/purchasing-overview</p>

Request for Proposal #841

Shoreline Master Program Monitoring & Adaptive Management Implementation Plan

Part III Proposal Evaluation & Contract Award

Section IIIA	Proposal Review and Selection
1. Evaluation and Selection:	<p>Proposals received in response to this RFP will be evaluated by a Review Committee consisting of county staff. The Committee review results and recommendations will be subject to the consent approval process by the County Council for County Manager authorization.</p>
2. Evaluation Criteria Scoring	<p>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.</p> <p>A two hundred (200) point system will be used, weighted against the following criteria:</p> <p>Proposals will be reviewed based on the following criteria. The criteria will be scored by the review committee. Criteria in each phase will be individually scored by the review committee members with scores averaged for a composite review committee score and ranking. The composite scores from Phase 1 and Phase 2 will be added together for a final score and ranking.</p> <p><u>Phase 1</u></p> <ol style="list-style-type: none">1. Quality of Proposal (10 points): The proposal is complete, meaning it includes all seven proposal content elements listed in Section IIC within the page limits listed in Section IIB. The proposal is clearly and succinctly written.2. Management Approach (25 points): The proposed management approach paints a clear picture of what it will be like for county staff to work with the consultant and includes a proposed approach for how the consultant and county project team can effectively work together, produce high quality deliverables, maintain a pleasant and collaborative working relationship, and achieve the project goals and outcomes.3. Respondent's Capabilities (25 points): Proposals demonstrate the applicable experience and performance success of the personnel designated to work on the project and relevant projects completed by the team or individual members. Evaluators will strongly consider relevant experience such as with Shoreline Master Program and/or critical areas monitoring and adaptive management plans.4. Project Approach and Understanding (30 points): Proposals will include a statement explaining the approach the proposer intends to employ if awarded the contract. The proposal explains how this approach will serve to accomplish the project work, goals, and outcomes. The proposed approach will also address how the work can be done to reflect Clark County context, how the technical stakeholder workgroup process will enhance the project, and how to ensure the Implementation Plan is easy to implement by county staff without the need of ongoing additional resources.5. Cost (10 points): Proposals will explain the cost to deliver the requested services in a clear and transparent way. The proposed costs must be reasonable based on the project scope.

Request for Proposal #841

Shoreline Master Program Monitoring & Adaptive Management Implementation Plan

Quality of Proposal	10
Management Approach	25
Respondent's Capabilities	25
Project Approach and Understanding	30
Cost	10
Total Points	100

Phase 2

The highest scoring proposals from Phase 1 will be invited to participate in Phase 2 of the evaluation process which will consist of an interview and reference check.

1. Interview (75 points): The interview will include a brief proposer presentation followed by a question-and-answer session. Three aspects of the interview will be scored:
 - Proposed approach: the interviewee(s) will share their proposed approach for accomplishing the goals and tasks for the project.
 - Demonstration of experience and capability to successfully complete the project: the interviewee(s) will demonstrate how they are qualified for this opportunity.
 - Responses to questions related to proposed approach, aspects of the project scope, management, and communication.
2. References (25 points): The three references provided in the written proposal will be contacted. The county project manager will contact these references and provide summaries to the evaluation committee for scoring.

Proposed approach	25
Demonstration of experience and capability to successfully complete the project	25
Responses to questions related to proposed approach, project scope, management, and communication	25
References	25
Total Points	100

Request for Proposal #841

Shoreline Master Program Monitoring & Adaptive Management Implementation Plan

Section IIIB	Contract Award
1. Consultant Selection	<p>The County will determine the most qualified proposer based on the evaluation criteria listed using predetermined weights, the attributes of the Proposers and the overall responsiveness of the Proposal. If the County does not reach a favorable agreement with the top Proposer, the County shall terminate negotiations and begin negotiations with the next qualified Proposer. If the County is unable to reach agreeable terms with either Proposer, they may opt to void the RFP and determine next steps.</p> <p>Clark County reserves the right to accept or reject any or all proposals received, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP. Clark County reserves the right to award the contract based on the best interests of the County.</p>
2. Contract Development	<p>The proposal and all responses provided by the successful Proposer may become a part of the final contract.</p> <p>The form of contract shall be the County's Contract for Professional Services.</p>
3. Award Review	<p>The public may view Request for Proposal documents by submitting a public records request at www.clark.wa.gov.</p>
4. Orientation/Kick-off Meeting	<p>Following the County Manager's authorization of the contract, a kick-off meeting with the project team will be scheduled.</p>

Request for Proposal #841
Shoreline Master Program Monitoring & Adaptive Management Implementation Plan

Attachment A: COVER SHEET

General Information:

Legal Name of Proposing Firm _____

Street Address _____ City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax _____

Program Location (if different than above) _____

Email Address _____

Tax Identification Number _____

ADDENDUM:

Proposer shall acknowledge receipt of Addenda by checking the appropriate box(es).

None ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐

NOTE: Failure to do so, shall render the proposer non-responsive and therefore be rejected.

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Council and required approvals.

Authorized Signature of Proposing Firm

Date

Printed Name

Title

Request for Proposal #841
Shoreline Master Program Monitoring & Adaptive Management Implementation Plan

Attachment B: LETTER OF INTEREST

Legal Name of Applicant Agency_____

Street Address_____

City_____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax_____

Program Location (if different than above) _____

Email Address _____

- All proposers are required to be included on the plan holders list.
- If your organization is NOT listed, submit the ‘Letter of Interest’ to ensure your inclusion.

Email Letter of Interest to: Koni.Odell@clark.wa.gov and Priscilla.Ricci@clark.wa.gov

Clark County web link: <https://clark.wa.gov/internal-services/request-proposal-1>

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

Request for Proposal #841
Shoreline Master Program Monitoring & Adaptive Management Implementation Plan

Attachment C



Clark County, Washington

**Certification Regarding
Debarment, Suspension and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Company Name

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statements. My explanation is attached.

Request for Proposal #841

Shoreline Master Program Monitoring & Adaptive Management Implementation Plan

Attachment D: DEPARTMENT of ECOLOGY AGREEMENT

Attached for reference is a copy of the signed agreement between the Department of Ecology and Clark County.

Relevant terms and conditions applicable to this RFP include:

- Accessibility requirements for covered technology – p. 14
- Compliance with all laws – p. 16
- Conflict of interest – p. 16
- Contracting for goods and services – p. 16
- Indemnification – p.17
- Independent status – p. 17
- Minority and Women's Business Enterprises (MWBE) – p.18
- Sustainable practices – p. 21
- Third party beneficiary – p. 22
- The federal conditions in the agreement (pp. 11-12) do not apply to our project, as it is 100% state funded.



Agreement No. SEASMP-2123-CICoCp-00001

SHORELANDS SMP COMPETITIVE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLARK COUNTY – COMMUNITY PLANNING DEPARTMENT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and Clark County – Community Planning Department, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Clark County Monitoring and Adaptive Management Implementation Plan
Total Cost:	\$100,000.00
Total Eligible Cost:	\$100,000.00
Ecology Share:	\$100,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	01/01/2022
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Planning

Project Short Description:

Clark County Community Planning Department (RECIPIENT) will develop a Shoreline Master Program (SMP) Monitoring and Adaptive Management Implementation Plan (Implementation Plan) that is consistent with the Clark County Coalition Monitoring and Adaptive Management Framework (M&AM Framework) and WAC 173-26. The project will improve shoreline permit implementation monitoring processes in Clark County, and establish an approach for the periodic consolidation, analysis, and evaluation of permit data.

Project Long Description:

The purpose of the Implementation Plan is to:

- 1) Identify and address gaps in the existing shoreline monitoring program;
 - 2) Clearly define Clark County shoreline permit and compliance monitoring processes, protocols, and methodology;
- and

Agreement No: SEASMPC-2123-CICoCp-00001
Project Title: Clark County Monitoring and Adaptive Management Implementation Plan
Recipient Name: Clark County – Community Planning Department

3) Establish data consolidation, analysis, and evaluation methods, including reporting and adaptive management mechanisms.

The Clark County Coalition, made up of Clark County and the town and cities within it, has a SMP M&AM Framework developed as part of the 2012 SMP Comprehensive Update (ECOLOGY Grant Number G1000058). This Framework aligns with the no net loss of ecological function requirement and WACs 173-26-201(2)(b) and 173-26-191(2)(a)(iii)(D) that require local governments to monitor actions taken to implement their SMPs and to identify a process to periodically evaluate the cumulative effects of authorized development on shoreline conditions. The M&AM Framework lays out the purpose and framework of an initial monitoring program and identifies that additional work will need to be done to develop the specific methods and tools to execute this program in more detail. This project focuses on the additional work needed for permit implementation monitoring.

The RECIPIENT currently conducts its own project-specific compliance monitoring and has been tracking shoreline permitting data since the 2012 Comprehensive Update. Since 2012, the RECIPIENT has mapped the location of shoreline projects. Beyond some exploratory analysis as part of the 2020 Periodic Review, the RECIPIENT has not implemented the M&AM Framework's approach to periodically consolidate, analyze, and evaluate shoreline activities.

As part of this grant, the RECIPIENT will 1) Document current permit implementation monitoring processes; 2) Identify areas for process and procedural improvements; 3) Establish methods for cumulative analysis, evaluation, and reporting, which may include additional supplemental data such as aerial imagery; 4) Test the methods using existing implementation data; and 5) Summarize what can be learned about the cumulative effects of authorized development on shoreline conditions and how effectively the SMP is being implemented through the permit process.

While the RECIPIENT will lead this project, all local jurisdictions in the Clark County Coalition (Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal, and Yacolt) will be invited to collaborate through consultation. The RECIPIENT will also share any tools, protocols, and methods developed with the Coalition.

Overall Goal:

To improve current shoreline permit implementation monitoring processes in Clark County, and establish an approach for the periodic consolidation, analysis, and evaluation of permit implementation data.

Agreement No: SEASMPC-2123-CICoCp-00001

Project Title: Clark County Monitoring and Adaptive Management Implementation Plan

Recipient Name: Clark County – Community Planning Department

RECIPIENT INFORMATION

Organization Name: Clark County – Community Planning Department

Federal Tax ID: 91-6001299

Mailing Address: PO Box 9810
Vancouver, WA 98666

Physical Address: 1300 Franklin St
Vancouver, Washington 98666

Organization Email: communityplanning@clark.wa.gov

Contacts

Agreement No: SEASMPC-2123-CICoCp-00001

Project Title: Clark County Monitoring and Adaptive Management Implementation Plan

Recipient Name: Clark County – Community Planning Department

Project Manager	Jenna Kay 1300 Franklin St Vancouver, Washington 98666 Email: jenna.kay@clark.wa.gov Phone: (564) 397-2280
Billing Contact	Sonja Wiser Program Assistant 1300 Franklin St Vancouver, Washington 98666 Email: sonja.wiser@clark.wa.gov Phone: (564) 397-2280
Authorized Signatory	Kathleen Otto County Manager 1300 Franklin St Vancouver, Washington 98660 Email: kathleen.otto@clark.wa.gov Phone: (564) 397-6118

Agreement No: SEASMP-2123-CICoCp-00001
 Project Title: Clark County Monitoring and Adaptive Management Implementation Plan
 Recipient Name: Clark County – Community Planning Department

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Shorelands
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Shorelands
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

Project Manager	<p>Carolyn Chase</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: CACH461@ecy.wa.gov Phone: (360) 706-4981</p>
Financial Manager	<p>Amy Krause Fund Coordinator and Financial Manager</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: amkr461@ecy.wa.gov Phone: (360) 407-7107</p>

Agreement No: SEASMP-2123-CICoCp-00001
Project Title: Clark County Monitoring and Adaptive Management Implementation Plan
Recipient Name: Clark County – Community Planning Department

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

Clark County – Community Planning Department

By: Joenne McGerr by


June 13, 2022

By:


06-07-2022

Joenne McGerr

Date

Kathleen Otto

Date

Shorelands

County Manager

Program Manager

Template Approved to Form by
Attorney General's Office

Agreement No: SEASMP-2123-CICoCp-00001

Project Title: Clark County Monitoring and Adaptive Management Implementation Plan

Recipient Name: Clark County – Community Planning Department

SCOPE OF WORKTask Number: 1 **Task Cost: \$0.00**

Task Title: 1. Project Administration / Management

Task Description:

The RECIPIENT shall provide necessary project oversight to complete the scope of work in compliance with this ECOLOGY agreement, which includes project coordination, administration and management.

A. The RECIPIENT shall coordinate with ECOLOGY throughout the project. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the review process.

B. The RECIPIENT shall conduct project management activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

C. The RECIPIENT shall submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records; and submit ECOLOGY-approved deliverables by the due dates established between ECOLOGY and the RECIPIENT.

Task Goal Statement:

Properly manage and fully document the project in accordance with ECOLOGY's grant administration requirements.

Task Expected Outcome:

Timely and complete submittal of requests for reimbursement, quarterly progress reports, and recipient closeout report. Properly maintained project documentation.

Recipient Task Coordinator: Jenna Kay**1. Project Administration / Management****Deliverables**

Number	Description	Due Date
1.1	Payment Request / Progress Report (PRPR)	
1.2	Recipient Close Out Report (RCOR)	06/30/2023

Agreement No: SEASMP-2123-CICoCp-00001
Project Title: Clark County Monitoring and Adaptive Management Implementation Plan
Recipient Name: Clark County – Community Planning Department

SCOPE OF WORK

Task Number: 2 **Task Cost: \$100,000.00**

Task Title: 2.Implementation Plan Development, Testing, Review

Task Description:

A. The RECIPIENT will hire a consultant to create the Implementation Plan. Services will be secured in accordance with the RECIPIENT or State of Washington procurement procedures. The RECIPIENT will enter into a contract with the selected consultant(s) in accordance with the scope of work in this agreement.

B. The RECIPIENT will develop an Implementation Plan that includes the specific processes, methods, data protocols, and tools needed for the periodic consolidation, analysis, and evaluation of the cumulative effects of authorized development on shoreline conditions. The Implementation Plan will be consistent with the SMP M&AM Framework. The final version will include a summary of lessons learned from testing the methodology. The summary will include a robust analysis about what is known about the cumulative effects of authorized development on shoreline conditions, if permits are being issued consistently with the SMP, and if projects are being constructed in compliance with authorized permit(s). The final version will also include any recommendations for improvements to permitting processes that could result in improved SMP implementation. The RECIPIENT will deliver two drafts and a final version of the Implementation Plan. All drafts and the final Implementation Plan will be uploaded to EAGL.

C. If necessary, the RECIPIENT will develop a tool, or modify an existing tool, for the analysis and evaluation of permit implementation data.

D. In developing the Implementation Plan, the RECIPIENT will review existing shoreline permit implementation data and existing relevant SMP documents. Work will involve researching what other jurisdictions have done, interviewing RECIPIENT staff involved with implementation and analysis, and researching available tools.

E. The RECIPIENT will test the proposed methodology using existing shoreline permit implementation data and any supplemental data identified as necessary in the Implementation Plan. A written summary and analysis of test results will be integrated into the Implementation Plan. The summary will include a robust analysis about what is known about the cumulative effects of authorized development on shoreline conditions, if permits are being issued consistently with the SMP, and if projects are being constructed in compliance with the authorized permit(s).

F. The RECIPIENT will include in the Implementation Plan any recommended improvements to the permit process that have been identified during the development and testing of the Implementation Plan methods. Recommendations will be for process changes that will help increase SMP permit implementation and compliance.

G. The RECIPIENT will facilitate a technical workgroup that will provide technical review and feedback on the Implementation Plan throughout its development. Workgroup members will include representatives from local governments, state resource agencies, and other parties. The workgroup will discuss opportunities for sharing shoreline-related monitoring data and/or other opportunities for data monitoring partnerships, coordination, and resource sharing. The RECIPIENT will upload to EAGL meeting minutes or notes for all technical workgroup meetings.

Agreement No: SEASMPC-2123-CICoCp-00001

Project Title: Clark County Monitoring and Adaptive Management Implementation Plan

Recipient Name: Clark County – Community Planning Department

Task Goal Statement:

To ensure the RECIPIENT has qualified personnel to conduct the scope of this project. To create an action-ready Implementation Plan with specific methods, data protocols, tools, and processes to follow. The Implementation Plan developed can be used for the periodic consolidation, analysis, and evaluation of the cumulative effects of authorized development on shoreline conditions. It will be consistent with the SMP M&AM Framework and sustainable with respect to existing, available resources.

Task Expected Outcome:

1. RECIPIENT has a signed consultant contract.
2. RECIPIENT has an Implementation Plan that includes the specific processes, methods, data protocols, and tools needed for the periodic consolidation, analysis, and evaluation of the cumulative effects of authorized development on shoreline conditions.
3. RECIPIENT's Implementation Plan is scientifically based, realistic, and resilient because it is created in partnership with multiple technical experts and stakeholders.
4. RECIPIENT has an Implementation Plan that includes an analysis of existing implementation data and that summarizes what is known about the cumulative effects of authorized development on shoreline conditions, if permits are being issued consistently with the Shoreline Master Program, and if development is being constructed in compliance with authorized permit(s).

Recipient Task Coordinator: Jenna Kay**2.Implementation Plan Development, Testing, Review****Deliverables**

Number	Description	Due Date
2.1	Final signed consultant contract. Upload to EAGL.	
2.2	Upload to EAGL the first draft of the Implementation Plan.	
2.3	Upload to EAGL the second draft of the Implementation Plan.	
2.4	Upload to EAGL all technical work group meeting agendas, notes or minutes.	
2.5	Upload to EAGL the final version of the Implementation Plan.	

Agreement No: SEASMP-2123-CICoCp-00001
Project Title: Clark County Monitoring and Adaptive Management Implementation Plan
Recipient Name: Clark County – Community Planning Department

BUDGET**Funding Distribution EG220677**

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Model Toxics Control Operating Account (MTFunding Type: Grant
Funding Effective Date: 01/01/2022 Funding Expiration Date: 06/30/2023
Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)
Fund: FD
Type: State
Funding Source %: 100%
Description: Model Toxics Control Operating Account (MTCOA)

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Model Toxics Control Operating Account (MTCOA)	Task Total
1. Project Administration / Management	\$ 0.00
2.Implementation Plan Development, Testing, Review	\$ 100,000.00

Total: \$ 100,000.00

Agreement No: SEASMPC-2123-CICoCp-00001

Project Title: Clark County Monitoring and Adaptive Management Implementation Plan

Recipient Name: Clark County – Community Planning Department

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Model Toxics Control Operating Account (MTCOA)	0.00 %	\$ 0.00	\$ 100,000.00	\$ 100,000.00
Total		\$ 0.00	\$ 100,000.00	\$ 100,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Deliverable Due Date Form:

The RECIPIENT will negotiate the task deliverable due dates with the ECOLOGY Project Manager, and the ECOLOGY Project Manager will enter the information in the Deliverable Due Date EAGL form. The RECIPIENT will keep track of these dates, and will note any date changes on the quarterly progress reports. The Deliverable Due Date form can be found on the Application Menu - Forms page in EAGL. (Note: This form does not automatically print out with the agreement.)

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

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“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE

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Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains 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.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. 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.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. 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.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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Project Title: Clark County Monitoring and Adaptive Management Implementation Plan
Recipient Name: Clark County – Community Planning Department

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions