



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**November 7, 2011**

**FCD Resolution**

**Proposed No.** FCD2011-10.1

**Sponsors**

1                   A RESOLUTION relating to levee vegetation, and authorizing the  
2                   chair to enter into a grant agreement with the state of Washington,  
3                   Puget Sound Partnership, in the amount of \$9,723.

4                   WHEREAS, the state of Washington, Puget Sound Partnership, desires to award a  
5                   grant of \$9,723 to the King County Flood Control Zone District ("District") for the  
6                   purpose of allowing District consultant Gordon Thomas Honeywell, LLP to perform  
7                   additional services relating to the United States Army Corps of Engineers updated Policy  
8                   Guidance Letter on levee vegetation; and

9                   WHEREAS, the Board of Supervisors desires to accept the grant award and to  
10                  enter into a grant agreement with Puget Sound Partnership; now, therefore

11                  BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KING  
12                  COUNTY FLOOD CONTROL ZONE DISTRICT:

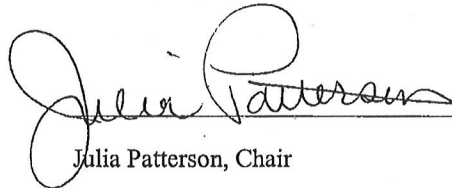
13                  SECTION 1. The chair of the King County Flood Control Zone District is  
14

15 authorized to enter into a grant agreement between the state of Washington Puget Sound  
16 Partnership and the District, substantially in the form of Attachment A to this Resolution.  
17

FCD Resolution was introduced on and passed by the King County Flood Control District on 11/7/2011, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,  
Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr.  
McDermott  
No: 0  
Excused: 0

KING COUNTY FLOOD CONTROL ZONE  
DISTRICT  
KING COUNTY, WASHINGTON



Julia Patterson, Chair

ATTEST:



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Anne Noris, Clerk of the District

**Attachments:** A. Interagency Agreement between Puget Sound Partnership and King County Flood Control Zone District

# Interagency Agreement

## PugetSoundPartnership

our sound, our community, our chance

Interagency Agreement Number: 2012-17

Title: NEP Task 12

KC Flood Control District Floodplain Work

This Interagency agreement is made and entered into by and between the state of Washington, Puget Sound Partnership (PSP), and the King County Flood Control Zone District, hereinafter referred to as "RECIPIENT".

RECIPIENT INFORMATION	Project Manager	DUNS Number
King County Flood Control Zone District	Kjristine Lund	

PSP INFORMATION	Project Manager
PUGET SOUND PARTNERSHIP 326 EAST D STREET TACOMA, WA 98421-1801	Chris Townsend Chris.Townsend@psp.wa.gov (360) 464-2007

### PURPOSE

The purpose of this Interagency Agreement is to provide \$9,723 to the King County Flood Zone Control District for additional flood plain work under Task 12 of the NEP Base Grant. This cover page serves as the written approval of the PSP for the King County Flood Control District to use this funding for a subcontract with Gordon Thomas Honeywell LLP for their work with Jim Waldo.

### PERIOD OF PERFORMANCE

The period of performance under this Agreement will be from 10/3/2011, or date of execution, whichever is later, through 6/30/2012.

### COMPENSATION AND PAYMENT

The Partnership agrees to pay RECIPIENT Nine Thousand seven hundred twenty three dollars (\$9,723) for completion of the project as identified in Exhibit B. RECIPIENT'S compensation for services rendered shall be in accordance with the budget attached as Exhibit C.

### FEDERAL FUNDING INFORMATION

RECIPIENT is  is NOT  a subrecipient for purposes of this agreement.

Name of the Federal agency where funding originates: Environmental Protection Agency

Award name and number: National Estuary Program CE00J00101

Award year: 2009

CFDA#:66.456

### TERMS AND CONDITIONS

All rights and obligations of the parties to this Agreement shall be subject to and governed by the Terms and Conditions contained in the following exhibits, herein incorporated by reference. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of Washington Statutes and regulations
2. This Agreement cover sheet
3. Special terms and conditions as contained in this basic Agreement instrument
4. Exhibit A – General Terms and Conditions
5. Exhibit B – Scope of Work
6. Exhibit C – Budget
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated

**ENTIRE AGREEMENT**

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

**APPROVAL**

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

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

**King County Flood Control Zone District**

**Puget Sound Partnership**

\_\_\_\_\_  
Signature  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marc Daily  
Deputy Director

\_\_\_\_\_  
Date

**EXHIBIT A -  
GENERAL TERMS AND CONDITIONS**

DEFINITIONS

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

- A. "AGENCY" shall mean the Puget Sound Partnership of the State of Washington, any division, section, office, unit or other entity of the Puget Sound Partnership, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Director of the Puget Sound Partnership, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "GRANT RECIPIENT" shall mean that agency or entity performing service(s) under this grant, and shall include all employees of the GRANT RECIPIENT.
- D. "SUBCONTRACTOR" as used in this document shall also include and lower tier subrecipients or subawardees under the grant as well as any contracts that the grant recipient enters into.
- E. "SUBRECIPIENT" shall mean a non-federal entity that spends federal awards received from the Puget Sound Partnership to carry out a federal program. Recipients of grants funded with Federal dollars from the Puget Sound Partnership are typically subrecipients. The subrecipient determination is documented on this agreement cover sheet.

ACCESS TO DATA

In compliance with RCW 39.29.080, the RECIPIENT shall provide access to data generated under this Agreement to PSP, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the RECIPIENT'S reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED

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

AMENDMENTS

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

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35. The RECIPIENT must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the RECIPIENT without prior written consent of the PSP.

ASSURANCES

PSP and the RECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ATTORNEYS' FEES

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

BILLING PROCEDURES AND PAYMENT

PSP will pay GRANT RECIPIENT upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Agreement Manager, *not more often than monthly, to:*

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

Payment shall be based upon satisfactory acceptance of each deliverable or progress report submitted by the RECIPIENT. PSP reserves the right to withhold 10% of the payment under each invoice until satisfactory completion of the project.

The invoices shall describe and document, to the PSP'S satisfaction, the following:

1. a description of the work performed,
2. the progress of the project and milestones met
3. fees charged by the grant recipient.

Each invoice will include:

1. A progress report or description of deliverables rendered during the period being invoiced
2. The amount being billed
3. Cumulative spent, along with a remaining balance on the grant
4. Time period during which the services were performed

The invoice shall include the Agreement reference number. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by PSP within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the grant recipient.

PSP may, in its sole discretion, terminate the Agreement or withhold payments claimed by the grant recipient for services rendered if the grant recipient fails to satisfactorily comply with any term or condition of this grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the PSP.

Grant Recipient shall receive compensation for travel expenses at current state travel reimbursement rates. Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel.

COMPLIANCE WITH LAWS

Grant Recipient shall comply with all applicable laws, policies and regulations of the state, and the federal government in the performance of duties under this agreement.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

CONFLICT OF INTEREST

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

In the event this Agreement is terminated as provided above, PSP shall be entitled to pursue the same remedies against the RECIPIENT as it could pursue in the event of a breach of the Agreement by the RECIPIENT. The rights and remedies of PSP provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

CONFORMANCE

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.

COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the PSP. PSP shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, RECIPIENT hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to PSP effective from the moment of creation of such materials.

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

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

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

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

COVENANT AGAINST CONTINGENT FEES

The RECIPIENT warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the RECIPIENT for securing business.

PSP shall have the right, in the event of breach of this clause by the RECIPIENT, to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISALLOWED COSTS

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

DISPUTES

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

1. The request for a dispute hearing must:
  - Be in writing;
  - State the disputed issue(s);
  - State the relative positions of the parties;
  - State the RECIPIENT'S name, address, and Agreement number; and
  - Be mailed to the AGENT and the other party's (respondent's) Agreement manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

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

DRUG FREE WORKPLACE

For the duration of this agreement, the RECIPIENT agrees to comply with the drug free provisions set forth in Title 40 CFR 36.200.

DUPLICATE PAYMENT

PSP shall not pay the RECIPIENT, if the RECIPIENT has charged or will charge the State of Washington or any other party under any other Agreement or agreement, for the same services or expenses.

GOVERNING LAW

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

HOLD HARMLESS

Each party shall defend, protect and hold harmless the other party from and against all claims, suits or actions arising from any intentional or negligent act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing under the terms of this agreement.

INDEMNIFICATION

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

RECIPIENT'S obligations to indemnify, defend, and hold harmless includes any claim by RECIPIENT'S agents, employees, representatives, or any subcontractor or its employees.

RECIPIENT expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to RECIPIENT'S or any subcontractor's performance or failure to perform the contract.

**EXHIBIT A**  
**General Terms and Conditions**

RECIPIENT'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

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

**INDEPENDENT CAPACITY OF THE RECIPIENT**

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

**INDUSTRIAL INSURANCE COVERAGE**

The RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the RECIPIENT fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, PSP may collect from the RECIPIENT the full amount payable to the Industrial Insurance accident fund. PSP may deduct the amount owed by the RECIPIENT to the accident fund from the amount payable to the RECIPIENT by PSP under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the RECIPIENT.

**INSURANCE**

The RECIPIENT shall provide self-insurance and insurance as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the RECIPIENT or subcontractor, or agents of either, while performing under the terms of this contract.

The RECIPIENT shall provide self-insurance and insurance, which shall be maintained in full force and effect during the term of this contract, as follows:

1. Commercial General Liability Insurance. Provide a Commercial General Liability Insurance Policy, or a combination of self-insurance and a Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1,000,000 per occurrence.

Additionally, the RECIPIENT is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. Automobile Liability. In the event that services delivered pursuant to this Agreement involve the use of vehicles, either owned or unowned by the RECIPIENT, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

3. The insurance required shall be through self-insurance and policy/ies issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies.

All policies shall be primary to any other valid and collectable insurance. RECIPIENT shall instruct the insurers to give PSP thirty (30) calendar days advance notice of any insurance cancellation.

RECIPIENT shall submit to PSP within fifteen (15) calendar days of the Agreement effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. RECIPIENT shall submit renewal certificates as appropriate during the term of the contract. At the request of PSP, RECIPIENT shall provide a letter of self-insurance.

LICENSING, ACCREDITATION AND REGISTRATION

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

LIMITATION OF AUTHORITY

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

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the RECIPIENT'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further contracts with the PSP. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION

During the performance of this contract, the RECIPIENT shall comply with all federal and state nondiscrimination laws, regulations and policies.

PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss. RECIPIENT shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. RECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of PSP or as otherwise required by law.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The RECIPIENT agrees to indemnify and hold harmless PSP for any damages related to the RECIPIENT'S unauthorized use of personal information.

PUBLICITY

The RECIPIENT agrees to submit to PSP all advertising and publicity matters relating to this Agreement wherein the PSP'S name is mentioned or language used from which the connection of the PSP'S name may, in the PSP'S judgment, be inferred or implied. The RECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the PSP.

RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the PSP, personnel duly authorized by the PSP, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

REGISTRATION WITH DEPARTMENT OF REVENUE

**EXHIBIT A**  
**General Terms and Conditions**

The RECIPIENT shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION

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

SAVINGS

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

SEVERABILITY

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

SITE SECURITY

While on PSP premises, RECIPIENT, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SUBCONTRACTING

Neither the RECIPIENT nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the PSP. In no event shall the existence of the subcontract operate to release or reduce the liability of the RECIPIENT to the Department for any breach in the performance of the RECIPIENT'S duties. This clause does not include contracts of employment between the RECIPIENT and personnel assigned to work under this contract.

Additionally, the RECIPIENT is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. RECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of PSP or as provided by law.

TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the RECIPIENT or its staff shall be the sole responsibility of the RECIPIENT.

TERMINATION FOR CAUSE

In the event PSP determines the RECIPIENT has failed to comply with the conditions of this Agreement in a timely manner, PSP has the right to suspend or terminate this contract. Before suspending or terminating the contract, PSP shall notify the RECIPIENT in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Agreement may be terminated or suspended.

In the event of termination or suspension, the RECIPIENT shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

PSP reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the RECIPIENT from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the RECIPIENT or a decision by PSP to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the RECIPIENT: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of PSP provided in this Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, PSP may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this Agreement is so terminated, PSP shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES

Upon termination of this contract, the PSP, in addition to any other rights provided in this contract, may require the RECIPIENT to deliver to PSP any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

PSP shall pay to the RECIPIENT the agreed upon price, if separately stated, for completed work and services accepted by the PSP, and the amount agreed upon by the RECIPIENT and PSP for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the PSP, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the PSP. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. PSP may withhold from any amounts due the RECIPIENT such sum as the AGENT determines to be necessary to protect PSP against potential loss or liability.

The rights and remedies of PSP provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the RECIPIENT shall:

1. Stop work under the Agreement on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;
3. Assign to the PSP, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the RECIPIENT under the orders and subcontracts so terminated, in which case PSP has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to PSP and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the Agreement had been completed, would have been required to be furnished to the PSP;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the RECIPIENT and in which PSP has or may acquire an interest.

TREATMENT OF ASSETS

- A. Title to all property furnished by PSP shall remain in the PSP. Title to all property furnished by the RECIPIENT, for the cost of which the RECIPIENT is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in PSP upon delivery of such property by the RECIPIENT. Title to other property, the cost of which is reimbursable to the RECIPIENT under this contract, shall pass to

**EXHIBIT A**  
**General Terms and Conditions**

and vest in PSP upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by PSP in whole or in part, whichever first occurs.

- B. Any property of PSP furnished to the RECIPIENT shall, unless otherwise provided herein or approved by the PSP, be used only for the performance of this contract.
- C. The RECIPIENT shall be responsible for any loss or damage to property of PSP that results from the negligence of the RECIPIENT or which results from the failure on the part of the RECIPIENT to maintain and administer that property in accordance with sound management practices.
- D. If any PSP property is lost, destroyed or damaged, the RECIPIENT shall immediately notify PSP and shall take all reasonable steps to protect the property from further damage.
- E. The RECIPIENT shall surrender to PSP all property of PSP prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the RECIPIENT under this clause shall also include RECIPIENT'S employees, agents or SUBCONTRACTORS.

U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

PSP complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that PSP does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, PSP will download the current OFAC SDN file and compare it to PSP and statewide vendor files. In the event of a positive match, PSP reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the RECIPIENT in writing and terminate the Agreement according to the Termination for Convenience provision without making payment. PSP will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

WAIVER

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

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**ADDITIONAL GENERAL TERMS AND CONDITIONS FOR ALL FEDERALLY FUNDED AGREEMENTS**

**CERTIFICATION REGARDING SUSPENSION, DEBARMENT, and Other RESPONSIBILITY MATTERS**

Federal Executive Order 12549 provides that Executive departments and agencies shall participate in a government-wide system for suspension and debarment. These departments and agencies have further passed this requirement onto their recipients and have provided pertinent regulations in the Codes of Federal Regulations. The RECIPIENT certifies that the RECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or PSP. If the RECIPIENT further subawards federal resources, the RECIPIENT must ensure the same suspension/debarment requirements are followed.

**LOBBYING AND LITIGATION CERTIFICATION**

By signing this agreement, RECIPIENT certifies that none of the funds received from this agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

**MINORITY AND WOMEN'S BUSINESS PARTICIPATION**

RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for the purchase or Agreement and are as follows:

Purchased Goods	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE
Professional Services	10% MBE	4% WBE

Meeting these goals is voluntary and no Agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and RECIPIENT and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

**SINGLE AUDIT ACT REQUIREMENTS**

If the RECIPIENT is a Subrecipient of Federal awards as defined by the Office of Management and Budget Circular A-133, the RECIPIENT shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers. The RECIPIENT shall make the RECIPIENT's records available for review or audit by officials of the Federal awarding PSP, the General Accounting Office, PSP, and the Washington State Auditor's Office. The RECIPIENT shall incorporate OMB Circular A-133 audit requirements into all contracts between the RECIPIENT and Subcontractors who are Subrecipients. The RECIPIENT shall comply with future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the recipient's total federal expenditures are \$500,000 or more during the recipient's fiscal-year, the recipient is required to have a federal single audit conducted for that year in compliance with Office of Management and Budget Circular A-133. A copy of the final audit report must be provided to PSP within nine months of the end of the recipient's fiscal year, unless a longer period is agreed to in advance by the cognizant or oversight agency. Failure to provide required A-133 audits will lead to a suspension of payments and may lead to a suspension of PSP agreements.

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**ADDITIONAL GENERAL TERMS AND CONDITIONS FOR ALL ENVIRONMENTAL PROTECTION**  
**AGENCY-FUNDED AGREEMENTS**

**CREDIT AND ACKNOWLEDGEMENT**

Materials produced under EPA funded Agreements must display the Partnership logo and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period.

**HOTEL AND MOTEL FIRE SAFETY ACT**

RECIPIENT agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act of 1990.

**RECYCLED PAPER**

In accordance with 40 CFR 30.16, the RECIPIENT agrees to use recycled paper and double sided printing for all reports with are prepared as a part of this agreement and delivered to the PARTNERSHIP. This requirement does not apply to reports prepared on forms supplied by the EPA or standard forms, which are printed on recycled paper and are available through the General Services Administration.

**SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime RECIPIENTS also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when an Agreement is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development section of the Department of Commerce.

(f) If the prime RECIPIENT awards subcontracts, require the prime RECIPIENT to take the steps in paragraphs (a) through (e) of this section.

SMALL BUSINESS IN RURAL AREAS (SBRAS)

If RECIPIENT awards a subcontract under this agreement, RECIPIENT is also required to utilize the following affirmative steps:

1. PLACE SBRAs on solicitation lists.
2. Make sure the SBRAs are solicited whenever there are potential sources.
3. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs.
4. Establish delivery schedules, where requirements of work will permit, which could encourage participation by SBRAs.
5. Use the services of the Small Business Administration and the Minority Business Development PSP of the U.S. Department of commerce, as appropriate.
6. Require the RECIPIENT to comply with the affirmative steps outlined above.

The negotiated "Fair Share Percentage" for SBRAs is 0.5 percent. There is not formal reporting requirement for SBRAs at this time; it is recommended that RECIPIENT keep records of SBRA's participation.

TRAFFICKING VICTIM PROTECTION ACT OF 2000 (TVPA) AS AMENDED

RECIPIENT, as the recipient, your employees, subcontractors under this award, and subcontractor's employees may not engage in severe forms of trafficking in persons during the period of time that this award is in effect; procure a commercial sex act during the time that the award is in effect; or use forced labor in the performance of the award of subawards under the award.

## Exhibit B

### Excerpted Scope of Services from Agreement for Facilitation Services with King County Flood Control Zone District

At the direction and in support of the Puget Sound Partnership and the King County Flood Control District, GTH will undertake the following tasks in support of the region's shared objectives related to the Army Corps of Engineers' levee vegetation policy. These tasks include:

1. Identify and suggest actions to address programmatic, legal, technical, and funding factors affecting the implementation and wide-spread use of a regionally-based framework for levee vegetation management in Puget Sound, as an alternative to the sponsor-by-sponsor variance approach suggested by the Corps in their February 2010 Policy Guidance Letter. This work may take into account the Systemwide Improvement Framework Model now being adjusted by the Corps;
2. Provide strategic advice to the coalition of governments, agencies, NGOs, and other interested parties mobilized to influence Corps decision-making on their proposed levee vegetation policy;
3. Undertake strategic outreach to parties that can influence Corps decision making, including Corps staff at the HQ, Division, and District levels; Congressional delegation staff; agency staff; governments; stakeholders; and others;
4. Maintain regular contact with Partnership and District points of contact on this project to ensure effective deployment of resources and effort;
5. Other tasks as assigned.