



GRANT AGREEMENT

TITLE:	Bush Prairie HCP Phase 3	WDFW NUMBER:	23-21778
GRANTEE:	City of Tumwater	CONTRACT PERIOD:	01/01/2023 to 09/01/2025
TYPE:	Payable / Grant / Sub-Recipient Federal USFWS 22-20496	CONTRACT VALUE:	\$304,000.00 \$225,000 CASH TO TUMWATER & PORT (PASS-THRU) \$79,000 TUMWATER & PORT (NON-FEDERAL MATCH)

A. PARTIES TO THIS CONTRACT

This contract is entered into between the Washington State Department of Fish and Wildlife (WDFW), 600 Capitol Way North, Olympia, WA 98501-1091; and City of Tumwater (Grantee), 555 Israel Road SW, Tumwater, Washington 98501; and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF CONTRACT

The purpose of this contract is to provide a grant award to the Grantee for the project specified herein.

C. DESCRIPTION OF PROJECT

The Grantee shall perform the project as described in Attachments, which are incorporated herein by this reference:

Attachment A - General Terms and Conditions
Attachment B - Contract/Project Summary
Attachment C - Statement of Work

The Grantee is a subrecipient of federal funds as identified under "Federal Funding Information" in Attachment B.

D. PERIOD OF PERFORMANCE

The performance period under this contract shall commence on 01/01/2023 and terminate on 09/01/2025. No expenditures made before or after this period are eligible for reimbursement unless incorporated by written amendment into this contract. The contract may be terminated, or the performance period extended pursuant to terms set forth in Attachment A.

E. COMPENSATION / PAYMENT

The total dollars provided by WDFW for this contract shall not exceed \$225,000.00. The Grantee shall provide \$79,000 in non-federal match. Grantee is responsible for all project costs exceeding the grant award, and the required non-federal match totaling \$304,000. Only eligible reimbursement activities that are in direct support of the project deliverables identified in this contract will be reimbursed. Any additional services provided by the Grantee must have prior written approval of WDFW.

Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to the Project Manager by the Grantee not more often than monthly. The invoices shall describe and document to WDFW's satisfaction a description of work performed, activities accomplished, or the progress of the project. The rates shall be in accordance with those herein agreed to.

Payment shall be considered timely if made by WDFW within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee. WDFW may, in its sole discretion, terminate the contract or withhold payments claimed by the Grantee for the services rendered if the Grantee fails to satisfactorily comply with any term or conditions of this contract.

F. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties of this contract are subject to this contract, including the Attachments, which are incorporated herein by this reference. By signing this contract, the Grantee acknowledges that they have read, fully understand, and agree to be bound by all terms and conditions set forth in this contract.

G. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND WDFW POLICIES

The Grantee shall comply with, all applicable state, federal, and local laws, and regulations, including published WDFW policies, while performing under this contract

H. ORDER OF PRECEDENCE

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

Applicable Federal and State of Washington statutes and regulations.

Special Terms and Conditions (including Attachment "C" – Statement of Work) as contained in this basic contract instrument.

Attachment "A" - General Terms and Conditions.

Any other provision, term or material incorporated herein by reference or otherwise incorporated.

I. CONTRACT REPRESENTATIVES

The below named representatives for each of the parties shall be the contact people for all communications and billings regarding the performance of this contract. All written communications regarding this contract shall be sent to the designated representatives at the addresses below unless notified in writing of any change.

Grantee's Representative

Brad Medrud
555 Israel Road SW
Tumwater, Washington, 98501
(360) 754-4180
bmedrud@ci.tumwater.wa.us

WDFW's Representative

Sean Williams
PO Box 43143
Olympia, Washington, 98504-3143
(360) 902-8136
sean.williams@dfw.wa.gov

J. ENTIRE CONTRACT

This contract, along with all attachments and exhibits, constitutes the entire agreement of the parties. No other understandings, verbal or otherwise, regarding this contract shall exist or bind any of the parties.

K. APPROVAL

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

IN WITNESS WHERE, WDFW and the Grantee have signed this contract.

CITY OF TUMWATER

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

SIGNATURE AND DATE

SIGNATURE AND DATE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

Attachment A -

GENERAL TERMS AND CONDITIONS Grant Agreement Federal Funds

DEFINITIONS

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

- A. "AGENCY" or "WDFW" shall mean the **Department of Fish and Wildlife** of the State of Washington, any division, section, office, unit, or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the AGENCY Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CFR" shall mean the Code of Federal Regulations. All references in the contract to CFR chapters or sections shall include any successor, amended or replacement regulations.
- D. "GRANTEE" shall mean any organization or individual that is performing service(s) under this contract and shall include all employees of the GRANTEE.
- E. "RCW" shall mean the Revised Code of Washington. All references in the contract to RCW chapters or sections shall include any successor, amended or replacement statutes.
- F. "Subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this contract under a separate contract with the GRANTEE. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.
- G. "USC" shall mean United States Code. All references in the contract to USC chapters or sections shall include any successor, amended or replacement statutes.

ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this contract to AGENCY, 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 GRANTEE'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 contract shall be made by the AGENCY.

AMENDMENTS

This contract 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

Both parties shall 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

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

ATTORNEYS' FEES

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

BUY AMERICAN ACT

The GRANTEE shall comply with 41 USC 10a-10c (the "Buy American Act") by purchasing only American-made equipment and products with contract funds except articles, materials, and supplies — a) for use outside the United States; b) for which the cost would be unreasonable, as determined in accordance with federal regulations; c) for which the AGENCY determines that domestic preference would be inconsistent with the public interest; or d) that are not mined, produced, or manufactured in the United States in sufficient and reasonable available commercial quantities, of a satisfactory quality.

CENTRAL CONTRACTOR REGISTRATION AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS)

Unless exempt under 2 CFR 25.110, the GRANTEE shall comply with 2 CFR 25 and be registered in the federal Central Contractor Registration (CCR) system; maintain an active CCR registration with current information at all times during the period of performance for this contract; and provide its DUNS number to the AGENCY.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the GRANTEE terminate this contract 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 GRANTEE in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the contract by the GRANTEE. The rights and remedies of the AGENCY 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.

COST PRINCIPLES AND AUDIT REQUIREMENTS

The CONTRACTOR agrees to comply with the costs principles contained in 2 CFR Part 200 as appropriate for this contract. The GRANTEE agrees to comply with the organizational audit requirements of 2 CFR Subpart F, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from 2

CFR Subpart F audits (and any other audits of Contract funds) are not satisfactorily and promptly addressed.

COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY 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, the GRANTEE hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY 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, the GRANTEE hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the AGENCY.

The GRANTEE shall exert all reasonable effort to advise the AGENCY, 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.

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

COVENANT AGAINST CONTINGENT FEES

The GRANTEE warrants that no person or selling agent has been employed or retained to solicit or secure this contract 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 GRANTEE for securing business. The AGENCY shall have the right, in the event of breach of this clause by the GRANTEE, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DAVIS-BACON AND RELATED ACTS

If any work performed by the GRANTEE or Subcontractor employees is subject to the Davis Bacon Act and Davis-Bacon prevailing wage provisions contained in applicable federal laws, the GRANTEE shall ensure that they and their Subcontractor(s) a) pay at least once per week wages to GRANTEE and/or Subcontractor laborers and mechanics at a rate not less than the minimum wages specified in wage determinations made by the U.S. Department of Labor; and b) provide to the AGENCY each week U.S. Department of Labor Form WH-347 "Payroll (For Contractors Optional Use)" stating the wages paid to GRANTEE and /or Subcontractor laborers and mechanics engaged in work funded by this contract.

DISALLOWED COSTS

The GRANTEE 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 GRANTEE'S name, address, and contract number; and
 - Be mailed to the AGENT and the other party's (respondent's) contract 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 calendar days.

3. The AGENT shall review the written statements and reply in writing to both parties within 10 calendar 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 contract 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

The GRANTEE shall comply with the Drug-Free Workplace Act of 1988, 41 USC 701-707, as amended. Compliance with the Drug-Free Workplace Act includes publishing a drug-free workplace statement and establishing a drug-free awareness program for GRANTEE employees; and taking actions concerning GRANTEE employees who are convicted of violating drug statutes in the workplace. The GRANTEE shall provide written notice of a conviction of a GRANTEE employee of a drug violation in the workplace to the AGENCY within seven (7) calendar days after the GRANTEE learns of the conviction.

DUPLICATE PAYMENT

The AGENCY shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

ENTIRE AGREEMENT

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

EQUIPMENT MANAGEMENT

For the purposes of this contract, "Inventoriable Equipment" shall mean a tangible asset which has a service life of more than one year and with a unit cost of \$5,000 or greater; and tangible assets with a unit cost of more than \$300 that the AGENCY considers "small and attractive," such as engines, chain saws, communications equipment, global position systems, optical devices, cameras, microcomputer and related systems, smart phones and tablets, video equipment; and firearms, boats and motorized vehicles of any value.

If the GRANTEE uses contract funds to purchase Inventoriable Equipment, title to that Inventoriable

Equipment shall be held by the AGENCY unless otherwise specified in this contract. The AGENCY's Inventoriable Equipment provided to the GRANTEE shall be used only for the performance of this contract. Title to the AGENCY's Inventoriable Equipment shall remain with the AGENCY.

The GRANTEE shall take reasonable steps to account for and protect Inventoriable Equipment from loss or damage; report to the AGENCY any loss or damage of such property; and take reasonable steps to protect such property from further damage. The GRANTEE shall surrender to the AGENCY all Inventoriable Equipment either provided by the AGENCY or purchased with contract funds upon the completion or termination of this contract.

FEDERAL DEBARMENT AND SUSPENSION

The GRANTEE certifies, that neither it nor its "principals" (as defined in 49 CFR 29.105) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the GRANTEE agrees not to enter into any arrangements or other contracts with any party that is on the "List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at <https://www.sam.gov>.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

This contract is subject to the requirements of the Federal Funding Accountability and Transparency Act (FFATA) as stated in 2 CFR 170. The GRANTEE agrees to comply with applicable requirements to assist the AGENCY in reporting first-tier subawards of \$25,000 or more and, in certain circumstances, in reporting the names and total compensation of the five most highly compensated executives of first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS).

FINAL INVOICE

The GRANTEE shall submit the final invoice not later than 60 calendar days from the end of the contract period.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this contract shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the contract, including materials incorporated by reference.

GOVERNING LAW

This contract 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.

INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE 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.

The GRANTEE'S obligations to indemnify, defend, and hold harmless includes any claim by the GRANTEES' agents, employees, representatives, or any Subcontractor or its employees.

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

The GRANTEE 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 GRANTEE

The parties intend that an independent contractor relationship will be created by this contract. The GRANTEE and his or her employees or agents performing under this contract are not employees

or agents of the AGENCY. The GRANTEE will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the GRANTEE 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 GRANTEE.

INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, the AGENCY may collect from the GRANTEE the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by the AGENCY 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 GRANTEE.

INSURANCE

The GRANTEE shall provide insurance coverage 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 GRANTEE or Subcontractor, or agents of either, while performing under the terms of this contract.

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

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE 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 contract involve the use of vehicles, either owned or unowned by the GRANTEE, 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. Marine Insurance. If the GRANTEE will be using a vessel or boat in the performance of this contract, the GRANTEE shall maintain a Commercial Marine Protection and Indemnity (P&I) Policy with P&I limit of not less than \$1,000,000 per occurrence and with a deductible not to exceed \$25,000 (to include diving operations if diving is a part of the contracted service for any liability which includes coverage for injury to the crew and passengers).
4. The insurance required shall be 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. GRANTEE shall instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

If the GRANTEE is self-insured, evidence of its status as a self-insured entity shall be provided to the AGENCY. If requested by the AGENCY, the GRANTEE must describe its financial condition and the self-insured funding mechanism.

The GRANTEE shall submit to AGENCY within fifteen (15) calendar days of the contract effective date, a certificate of insurance or evidence of its status as a self-insured entity that outlines the coverage and limits defined in this section. The GRANTEE shall submit renewal certificates as appropriate during the term of the contract; the failure of the AGENCY to enforce this term in no way reduces the GRANTEE's responsibilities under this section.

LICENSING, ACCREDITATION AND REGISTRATION

The GRANTEE 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 contract is not effective or

binding unless made in writing and signed by the AGENT.

MATCHING FUNDS

The GRANTEE shall be responsible for providing matching funds as indicated in the contract (if any). If the GRANTEE is responsible for matching funds, they shall state the amount of match used during the billing period and the cumulative amount of match used to date on every invoice submitted for payment to the AGENCY. The GRANTEE shall comply with the uniform administrative rules on matching or cost sharing for Federal grants and cooperative agreements and subawards as appropriate for this contract:

Federal Grantor Agency: Matching or Cost Sharing Standards

Department of Agriculture	7 CFR Section 3016.24
Department of Commerce	15 CFR Section 24.24
Department of Defense:	32 CFR Section 33.24
Department of the Interior:	43 CFR Section 12.64
Environmental Protection Agency:	40 CFR Section 31.24

MINORITY, WOMEN AND VETERAN-OWNED BUSINESSES

The AGENCY encourages participation by minority and women-owned business enterprises certified by the Office of Minority and Women’s Business Enterprises (OMWBE); and veteran-owned businesses certified by the Department of Veteran’s Affairs (DVA). If any part of this contract is subcontracted to an OMWBE or DVA-certified firm the GRANTEE shall submit a statement of participation indicating what OMWBE or DVA certified firm was used and the dollar amount of their subcontracts.

NONDISCRIMINATION

During the performance of this contract, both parties shall comply with all federal and state nondiscrimination laws, regulations, and policies. In the event of the GRANTEE’S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the GRANTEE may be declared ineligible for further contracts with the AGENCY. The GRANTEE 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.

PREVAILING WAGE

If any work performed by the GRANTEE or its Subcontractors is subject to Chapter 39.12 of the Revised Code of Washington, the GRANTEE shall ensure that the GRANTEE and its Subcontractors pay the prevailing rate of wages to all GRANTEE

and/or Subcontractor workers, laborers or mechanics in the performance of any part of the work described in the contract in accordance with state law and Department of Labor and Industries rules and regulations.

PRIVACY

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

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this contract will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Records and other documents, in any medium, furnished by one party to this contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RESTRICTIONS ON LOBBYING

The GRANTEE certifies that under the requirements of Lobbying Disclosure Act, 2 USC, Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

RIGHT OF INSPECTION

The GRANTEE shall provide right of access to its facilities to the AGENCY, 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 contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination " clause, without the thirty-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

SEVERABILITY

The provisions of this contract 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 AGENCY premises, the GRANTEE, its agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

STATEWIDE VENDOR PAYMENT REGISTRATION

The GRANTEE is required to be registered in the Statewide Vendor Payment System prior to submitting a request for payment under this contract. The Washington State Office of Financial

Management (OFM) maintains the Statewide Vendor Payment System; to obtain registration materials contact the Statewide Payee Desk at (360) 407-8180; or go to: <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>.

SUBCONTRACTING

Neither the GRANTEE nor any Subcontractor(s) shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the GRANTEE to the AGENCY for any breach in the performance of the GRANTEE'S duties. This clause does not include contracts of employment between the GRANTEE and personnel assigned to work under this contract. Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this contract are carried forward to any subcontracts. The GRANTEE and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the AGENCY or as provided by law.

TERMINATION

Except as otherwise provided in this contract, the AGENCY 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 contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION FOR CAUSE

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

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (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 the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

TERMINATION PROCEDURES

Upon termination of this contract, the AGENCY, in addition to any other rights provided in this contract, may require the GRANTEE to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer. The AGENCY shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the GRANTEE and the AGENCY 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 AGENCY, 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 AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the GRANTEE such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability. The rights and remedies of the AGENCY 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 GRANTEE shall:

1. Stop work under the contract 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 contract that is not terminated;
3. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the GRANTEE under the orders and subcontracts so terminated, in which case the AGENCY 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 the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
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 GRANTEE and in which the AGENCY has or may acquire an interest.

TRAFFICKING VICTIMS PROTECTION ACT

As described in 2 CFR Part 175 the AGENCY may terminate this contract, without penalty, if the GRANTEE is found to be in violation of the Trafficking Victims Protection Act of 2000

UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS

The CONTRACTOR shall comply with the uniform administrative rules for Federal grants and cooperative agreements and subawards contained in 2 CFR Part 200 and as appropriate for this contract:

<u>Federal Grantor Agency</u>	<u>2 CFR Chapter</u>
Department of Agriculture	IV
Department of Commerce	XIII
Department of Defense	XI
Department of the Interior	XIV
Environmental Protection Agency	XV

WAIVER

A failure by either party to exercise its rights under this contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this contract unless stated to be such in a writing signed by an authorized representative of the party and attached to the original contract.

WHISTLEBLOWER PROTECTION

If this contract exceeds the federal simplified acquisition threshold of \$100,000 the contract and all employees working on the contract are subject to the whistleblower protections established at 41 USC 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013. If subject to this statute the CONTRACTOR shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights

and protections under 41 USC 4712. This section is applicable to all subcontractors and subawardees related to this contract that exceed the federal simplified acquisition threshold of \$100,000, and the CONTRACTOR shall include this section in all such subcontracts and/or subawards.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 3/20/2015

**Attachment B -
CONTRACT/PROJECT SUMMARY**

TITLE: Bush Prairie HCP Phase 3	WDFW CONTRACT NUMBER: 23-21778
PERIOD: 01/01/2023 to 09/01/2025	WDFW MANAGER: Sean Williams (360) 902-8136
GRANTEE: City of Tumwater	
GRANTEE CONTACT: Brad Medrud (360) 754-4180	
CONTRACT TYPE: Payable / Grant / Sub-Recipient Federal USFWS 22-20496	

SUMMARY CONTRACT DESCRIPTION:

The City of Tumwater and Port of Olympia, in partnership with WDFW, were awarded \$375,000 from a USFWS FY22 Section 6 Conservation Planning Assistance Grant (CFDA 15.615) to fund Phase 3 of the Bush Prairie Habitat Conservation Plan. This award includes \$281,250 (75%) in federal funds and \$93,750 (25%) in non-federal match. As the pass-through agency, WDFW is responsible for awarding funds to the City of Tumwater and Port of Olympia to support this project.

This contract is a pass through grant between WDFW and the City of Tumwater for a total value of \$304,000. The City of Tumwater will receive \$225,000 in federal funds and will provide a non-federal match of \$79,000.

Federal \$225,000; City/Port Match \$79,000; Total \$304,000

Federal Funding Information

Master Index Number(s): 33321

CFDA Number	Award Year	Award Number	Research & Development?
15.615 Cooperative Endangered Species Conservation Fund/US Department of the Interior	2022	F22AS00262	N/A

Attachment C
Statement of Work

Bush Prairie Habitat Conservation Plan (HCP) Phase 3

A.Award Summary

The City of Tumwater (City) and the Port of Olympia (Port), in partnership with the Washington Department of Fish and Wildlife (WDFW), received a Cooperative Endangered Species Conservation Fund (Section 6) Habitat Conservation Plan (HCP) Planning Assistance grant in the amount of \$375,000 to complete Phase 3 of the Bush Prairie HCP.

Efforts to develop the Bush Prairie HCP began in 2016 under Phase 1 and continued in 2018 under Phase 2. Phase 3 will provide the City and Port with the financial resources to finalize the Bush Prairie HCP and Incidental Take Permit (ITP) application. The Bush Prairie HCP will allow for the protection of listed and at-risk prairie species and wetland ecosystems within a framework that allows the City and Port to manage growth and development responsibly within the urban growth boundary. The Bush Prairie HCP includes the following covered species: Olympia pocket gopher, streaked horned lark, Oregon spotted frog, and Oregon vesper sparrow.

Of the \$375,000 total project cost, \$281,250 (75%) will be provided through federal funds and \$93,750 (25%) will be provided as non-federal match. The City and the Port will receive \$225,000 in federal funds and will provide a non-federal match of \$79,000 (\$39,500 by the City, \$39,500 by the Port). WDFW will receive \$56,250 in federal funds to support grant administration and technical assistance and will provide a non-federal match of \$14,750.

B.Goals and Objectives

Goal 1 – Additional Work on Phase 2 Objectives

1. Continue the public engagement process with the public, stakeholder group, and partners to support the development of the Bush Prairie HCP, including the LOTT Clean Water Alliance.
2. Complete the second administrative draft of the Bush Prairie HCP and associated National Environmental Policy Act (NEPA) and Washington State Environmental Policy Act (SEPA) environmental review processes.

Goal 2 – Additional Bush Prairie HCP Development Objectives

3. Develop and update applicable development plans and codes to implement the Bush Prairie HCP.
4. Develop the necessary manuals, forms, checklists, and training program for administrators to implement the Bush Prairie HCP and for future project applicants to apply for permits. Develop a geobrowser or similar web-based application to support this work.
5. Develop a property acquisition and maintenance financial accounting and administrative system to manage conservation sites, prepare a covered activity tracker, and start early screening of mitigation lands.
6. Develop a habitat management plan for the reserve system and a standardized monitoring program.

C. Deliverables and Target Completion Dates

Goal 1 – Additional Work on Phase 2 Objectives

The additional work identified during the Phase 2 grant include continuing the public engagement process and completing the Bush Prairie HCP. These objectives are not sequential, and they can be achieved together. A project consultant will support the City and Port in addressing these objectives.

Objective 1: Build and Sustain the Public Engagement Process

Objective 1.1 – Continue Public Engagement Process Initiated in Phase 1 and 2

Continue to work with the public, stakeholders, and local, state, and federal partners to inform the development of the Bush Prairie HCP. This will include:

- Educate, inform, and involve the public in conservation planning for endangered species.
- Build on other local efforts by Thurston County, WDFW, Center for Natural Lands Management, Department of Defense, and the U. S. Fish and Wildlife Service (USFWS) to maintain and restore the South Puget Sound prairie ecosystem.
- Hold regular meetings of the Bush Prairie HCP development team to discuss strategy for the HCP, including representatives from the City, the Port, USFWS, a project consultant, and other key contributors.
- Seek feedback from the community stakeholder group on strategy for the Bush Prairie HCP.
- Complete assembling the elements of a strategy that builds partnerships to finish the draft Bush Prairie HCP, establishes conservation milestones, and recommends the roles and actions needed for effective conservation and mitigation from conservation partners. This will be included in the Public Engagement Appendix of the Bush Prairie HCP.

Objective	Deliverable	Target Completion Date
1.1	•Public Engagement Appendix in the Bush Prairie HCP	09/01/2025

Objective 1 Total Estimated Cost: \$11,294

Objective 2: Complete the Bush Prairie HCP and NEPA/SEPA Process

Objective 2.1 – Develop Second Administrative Draft of the Bush Prairie HCP

Work with USFWS and WDFW to respond to review comments and prepare a second administrative draft of the Bush Prairie HCP.

Objective 2.2 – Develop a Broader Conservation Strategy for the Streaked Horned Lark

Complete a broader conservation strategy as part of the second administrative draft of the Bush Prairie HCP that incorporates the October 2019 Memorandum of Understanding

between the Federal Aviation Administration (FAA) and USFWS Regarding Streaked Horned Lark Recovery in Oregon and Washington.

Objective 2.3 – Coordinate with the LOTT Clean Water Alliance

Coordination with the LOTT Clean Water Alliance on identifying and analyzing specific LOTT covered activities in the draft Bush Prairie Bush Prairie HCP.

Objective 2.4 – Complete NEPA/SEPA review

Collection of information and writing to support the NEPA and SEPA Environmental review process up to initiating NEPA (if Environmental Impact Statement (EIS)) or completing NEPA (if Environmental Assessment (EA)) within one to three years.

Objective	Deliverables	Target Completion Date
2.1	<ul style="list-style-type: none"> Second administrative draft of the Bush Prairie HCP 	12/31/2023
2.2	<ul style="list-style-type: none"> Streaked Horned Lark Conservation Plan Appendix to the draft Bush Prairie HCP 	12/31/2023
2.3	<ul style="list-style-type: none"> Incorporation of LOTT covered activities into the draft Bush Prairie HCP 	12/31/2023
2.4	<ul style="list-style-type: none"> Documentation of completed NEPA and SEPA 	09/01/2025

Objective 2 Total Estimated Cost: \$113,648

Goal 2 – Additional Bush Prairie HCP Development Objectives

Additional Bush Prairie HCP development objectives will focus on objectives that need to be in place when the ITP is issued, or very soon after ITP issuance, that were not originally anticipated in the Phase 2 scope. The objectives include update development plans and codes to implement the HCP, develop supporting documentation and a training program for administrators and project applicants, develop administrative systems to manage conservation lands, screen mitigation sites, and track covered activities, and develop a habitat management and monitoring program. These objectives are not sequential, and they can be achieved together. A project consultant will support the City and Port in these additional HCP development objectives.

Objective 3: Develop and Update Development Plans and Codes

Objective 3.1 – Update Development Plans and Codes

Identify and update City plans, development codes, guides, and guidelines, including those addressing existing procedures or developing cultural resource procedures equivalent to support USFWS National Historic Preservation Act (NHPA) Section 106 procedures, to support enacting the regulatory and incentive-based Bush Prairie HCP.

- Prepare written summary of updated City plans, development codes, guides, and guidelines and provide copies of updates.

Objective	Deliverables	Target Completion Date
3.1	<ul style="list-style-type: none"> • Written report outlining code changes completed to implement HCP, which may include: <ul style="list-style-type: none"> ○ Adopted City ordinance(s) amending City regulations ○ Amendments to City Development Guide ○ Adopted City ordinance(s) for other City Plans and Guidelines, as needed 	09/01/2025

Objective 3 Total Estimated Cost: \$10,588

Objective 4: Develop Manuals, Forms, Checklists, and Training Program

Objective 4.1 – Prepare Administrator’s Guide, Template Forms, and Annual Report Outline

Several tools will need to be developed to be used by City and Port staff for implementation of the Bush Prairie HCP.

- Develop an Administrator’s Guide for City and Port staff that summarizes how the City and Port will work together on key Bush Prairie HCP requirements regarding avoidance and minimization measures for covered activities, land acquisition surveys for the Reserve System, monitoring requirements, and annual reporting.
- Develop Bush Prairie HCP Templates, which will include development of standardized monitoring field sheets, developed for use on smartphones or tablets (digital collection), that can be linked to the geobrowser and database for ease in tracking (Objective 6.2), as well as other forms needed to support annual reporting (Objective 4.1) and the development of an umbrella habitat management plan for the Reserve System that can then be used as a template and informational resource during the development of specific habitat management plans for each acquisition that is submitted to the USFWS for review (Objective 6.1).
- Develop a written outline for the annual report that will be submitted to the public and USFWS each year for the Bush Prairie HCP.

Objective 4.2 – Prepare User’s Manual, Template Forms, and Checklists

Several tools will need to be developed to be used by applicants for implementation of the Bush Prairie HCP.

- Develop a user’s manual for project applicants that will become an Appendix to the Bush Prairie HCP.
- Develop Bush Prairie HCP project application forms.
- Develop checklists for avoidance requirements and survey requirements for project applicants.
- Develop fee calculators for project applicants and support documentation.

Objective 4.3 – Develop Training Program

Training is essential for City and Port staff, consultants, project applicants and developers, and any other individuals involved with the Bush Prairie HCP. Training material will be developed for individual audiences such as City permit review staff and developers and their consultants and delivered multiple times per year in the first several years to reach a wide audience of potential users. Reviews of the User’s Guide and Administrators Guide as well as the Geobrowser, could occur during training.

- Develop written scope and schedule for training program.

Objective 4.4 – Develop Geobrowser or Similar Web-Based Application

A geobrowser is a web-based data visualization, analysis, and reporting platform for use by the City and Port. Geobrowsers feature user-friendly and interactive web maps, dashboards, and tracking tools that users can view and navigate to inform Bush Prairie HCP development and decisions. User authentication can provide different levels of access for the USFWS, stakeholders, and public. The geobrowser could also help project proponents locate their project and help estimate their fees.

- Develop a Geobrowser or Similar Web-Based Application and support documentation.

Objective	Deliverables	Target Completion Date
4.1	<ul style="list-style-type: none">• Administrator’s Guide or Desk Reference Manual in an Appendix to the draft Bush Prairie HCP• Bush Prairie HCP Templates in an Appendix to the draft HCP• Annual Report Outline in an Appendix to the draft Bush Prairie HCP	12/31/2024
4.2	<ul style="list-style-type: none">• Additional details for the draft Bush Prairie HCP Chapter 7 – Plan Implementation• User’s Manual for Applicants• HCP Project Application Template Forms in an Appendix to the draft Bush Prairie HCP• Checklists for Avoidance Requirements and Survey Requirements for Applicants in an Appendix to the draft Bush Prairie HCP• Fee Calculators for Applicants Documentation in an Appendix to the draft Bush Prairie HCP	12/31/2024
4.3	<ul style="list-style-type: none">• Training Summary in an Appendix to the draft Bush Prairie HCP	12/31/2024
4.4	<ul style="list-style-type: none">• Geobrowser or Similar Web-Based Application and Support Documentation in an Appendix to the draft Bush Prairie HCP	12/31/2024

Objective 4 Total Estimated Cost: \$44,647

Objective 5: Develop Administrative Systems to Support the Bush Prairie HCP

Objective 5.1 – Develop Property Acquisition and Maintenance Financial Accounting and Administrative System

Develop a property acquisition and maintenance financial accounting and administrative system with the necessary legal agreements to support the management of conservation lands for the Bush Prairie HCP.

- Develop the written scope and schedule for a property acquisition and maintenance financial accounting and administrative system with draft legal materials.

Objective 5.2 –Start Early Screening of Potential Mitigation Lands

Early screening would allow the City to be proactive in planning for acquisitions as part of the Reserve System and is an important step toward estimating and building the funding assurances within the Bush Prairie HCP before the ITP can be issued. Land acquisition can be a lengthy process and early screening will help to identify high priority areas for acquisition. Early screening will allow the City and Port to be ready to approach landowners when funding becomes available.

- Develop Early Screening of Potential Mitigation Lands program and support documentation.

Objective 5.3 – Prepare Covered Activity Tracker

A covered activity tracker is needed to meet the Bush Prairie HCP compliance requirements to track covered activities (e.g., location, species habitat type, land cover type, acreage) such that annual reports can be made, stay-ahead provisions demonstrated, and compliance with take limits ensured. If combined with a geobrowser or similar web-based application outlined in Objective 4.4, the covered activity tracker tool could include the integration of an SQL database with spatially explicit maps that help locate the covered activity within various “zones” of the Plan Area. The covered activity tracker could also be tied in with the current City permit tracking system.

- Develop covered activity tracker and support documentation.

Objective	Deliverables	Target Completion Date
5.1	<ul style="list-style-type: none"> • Property Acquisition and Maintenance Financial Accounting and Administrative System Appendix to the draft Bush Prairie HCP • Draft Memorandum of Agreement between the City and the Port in an Appendix to the draft Bush Prairie HCP • Other Draft Legal Materials as Needed in an Appendix to the draft Bush Prairie HCP 	06/30/2024
5.2	<ul style="list-style-type: none"> • Early Screening Summary in an Appendix to the draft Bush Prairie HCP 	06/30/2024
5.3	<ul style="list-style-type: none"> • Covered Activity Tracker Summary in an Appendix to the draft Bush Prairie HCP 	06/30/2024

Objective 5 Total Estimated Cost: \$23,646

Objective 6: Develop Habitat Management Plan and Monitoring Program

Objective 6.1 – Develop Habitat Management Plan

Develop an umbrella Habitat Management Plan for the Reserve System that will be used as a template and informational resource during the development of specific habitat management plans for acquisitions. Seek review and feedback from WDFW during the development of the Habitat Management Plan.

- Develop an umbrella Habitat Management Plan for the Reserve System.

Objective 6.2 – Develop Monitoring Program

Develop standardized monitoring field sheets, developed for use on smartphones or tablets (digital collection), that can be linked to the geobrowser and database for ease in tracking the species covered by the Bush Prairie HCP. The monitoring program would standardize how the City receives field data from developers. Work on developing the monitoring program will inform the work on the HCP, by testing how well the practices proposed in the HCP will work before issuance of the ITP. Seek review and feedback from WDFW during the development of the Monitoring Program.

- Develop standardized monitoring field sheets, developed for use on smartphones or tablets (digital collection), that can be linked to the geobrowser and database for ease in tracking.

Objective	Deliverables	Target Completion Date
6.1	<ul style="list-style-type: none">• Habitat Management Plan Templates in an Appendix to the draft Bush Prairie HCP	06/30/2024
6.2	<ul style="list-style-type: none">• Monitoring Program Summary in an Appendix to the draft Bush Prairie HCP	06/30/2024

Objective 6 Total Estimated Cost: \$21,177

Total Cost: \$225,000 in Federal Funds

Budget

Total Budget

Fund source	Dollar amount
Federal grant funds	\$225,000 <i>Pass-through allocated to the City and Port</i>
City/Port match amount	\$79,000 <i>\$39,500 by the City and \$39,500 by the Port</i>
Total budget (Federal + Non-federal match)	\$304,000

Budget by Objectives

Objective#	Objective Description	Estimate Amount of Federal Funds	Estimated Percentage of Federal Funds
1	Continue the Public Engagement Process	\$11,294	5.02%
2	Complete the Bush Prairie HCP and NEPA/SEPA	\$113,648	50.51%
3	Process Develop and Update Development Plans and Codes	\$10,588	4.71%
4	Develop Manuals, Forms, Checklists, and Training Program	\$44,647	19.84%
5	Develop Administrative Systems to Support the Bush Prairie HCP	\$23,646	10.51%
6	Develop Habitat Management Plan and Monitoring Program	\$21,177	9.41%
	Total Federal Award	\$225,000	100.00%
	City/Port Non-federal Match	\$79,000	
	Total Project Cost	\$304,000	

D. Reporting Requirements

Report Title	Report Period	Due Date
1 st Performance Progress Report	01/01/2023 – 12/31/2023	02/16/2024
Mid-year Progress Summary for WDFW	01/01/2024 – 06/31/2024	07/26/2024
2 nd Performance Progress Report	01/01/2024 – 12/31/2024	02/14/2025
Mid-year Progress Summary for WDFW	01/01/2025 – 06/31/2025	07/25/2025
Final Performance Report	01/01/2025 – 09/01/2025	11/14/2025

E. Location

The Bush Prairie HCP Plan Area (Draft Bush Prairie HCP Figure 1-2 below) covers the lands within the City boundaries, lands within the City’s urban growth area that are under direct control of the Port, and any additional lands that are to be managed by the permittees for the purposes of covered species conservation.

The Bush Prairie HCP Plan Area will be at least 17,000 acres covering the City and lands within the Olympia pocket gopher ranges outside the City to the south. Discussions are underway to expand the Plan Area to include more suitable mitigation areas in the western Washington lowlands from Pierce County south to Vancouver and the Columbia River for the streaked horned lark outside the original proposed Plan Area. This work is part of Phase 3 Objective 4: Develop a Broader Conservation Strategy for the Streaked Horned Lark.

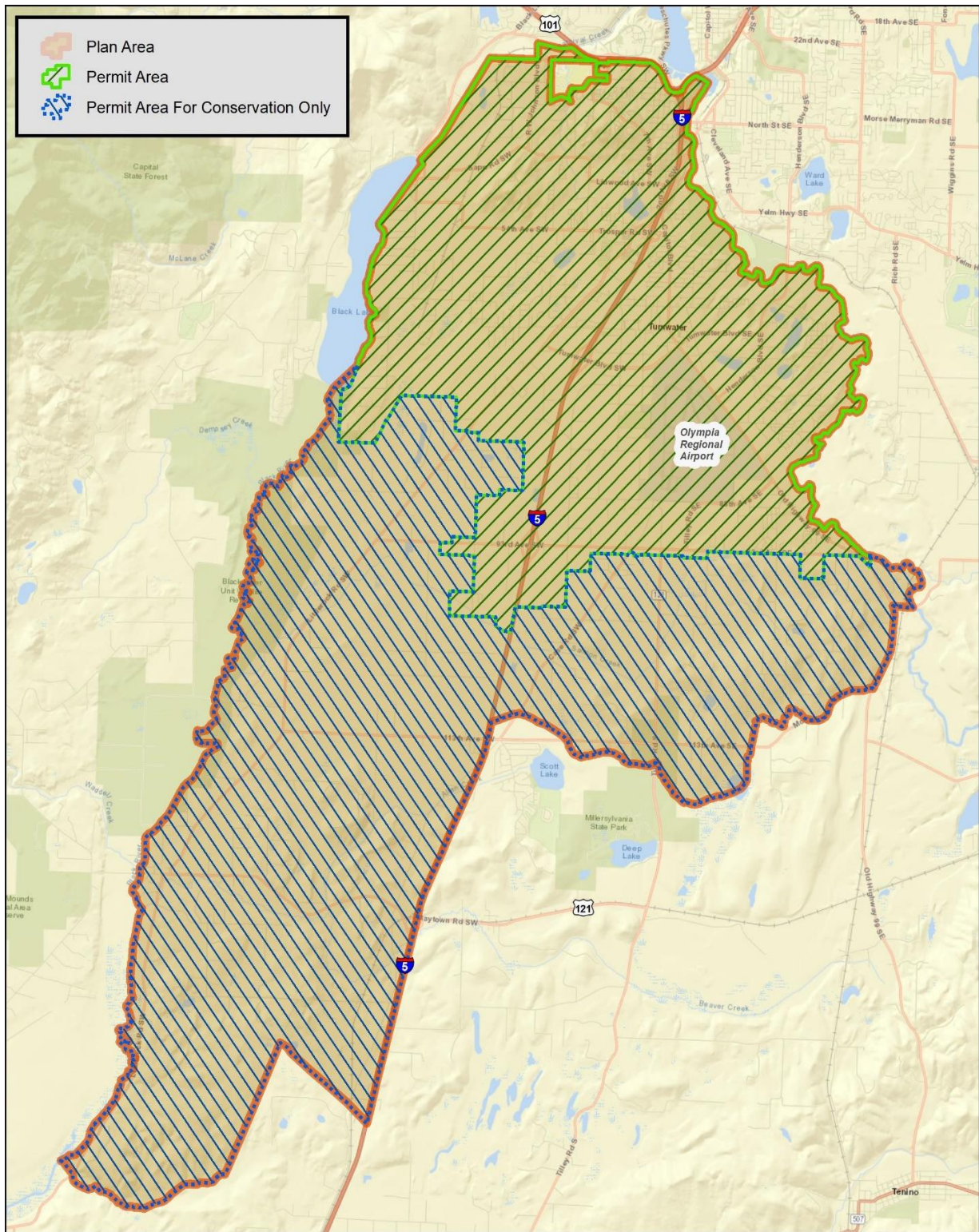
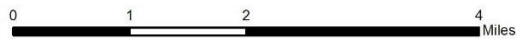


Figure 1-2 Plan and Permit Areas

Bush Prairie HCP



Sources: Plan Area: USFWS, 2018
 Permit Area: Thurston Co. GIS, USFWS, 2018
 Basemap: ESRI, 2021
 Mapping: S. Krippner, 1/11/2021

