



CITY COUNCIL 345 6th Street, Suite 100, Bremerton, WA 98337 ☐ Phone (360) 473-5280

WEDNESDAY, APRIL 23, 2025
CITY COUNCIL STUDY SESSION AGENDA
Starting at 5:00 PM in Council Conference Room 603

*Council Conference Room 603 will be open to the public to attend the Study Session in-person. Please note that Public Comment will be taken on **Item C1** and Council action is anticipated. For the remaining items, the content of the Agenda Bills is subject to change, no public comments will be taken, and no action is anticipated. Public questions or comments may be submitted at any time to City.Council@bremertonwa.gov. If approved by the Council, these items will be placed on the **May 7, 2025** City Council Meeting Agenda or as indicated...*

- *Members of the public may click the link below to join the webinar:*
<https://bremertonwa-gov.zoom.us/j/87318266756?pwd=ZWIMVnVYbFBHYiY5U1RJUmFreDFXUT09>
- *Or One tap mobile:*
US: +12532050468,,87318266756#,,,,*857582# or +12532158782,,87318266756#,,,,*857582#
- *Or Telephone: Dial (for higher quality, dial a number based on your current location):* US: +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 669 444 9171 or +1 669 900 6833
Webinar ID: 873 1826 6756; Passcode: 857582

A. AGENDA BILL BRIEFINGS

1. Interlocal Cooperative RAVE Emergency Notification & Alerting System User Agreement with Kitsap County Department of Emergency Management
2. Resolution and Intergovernmental Agreement with the Suquamish Tribe to Design a Habitat Restoration Plan for the Gorst Creek Fish Rearing Facility Area
3. Public Hearing to obtain comment on the 2024 Comprehensive Plan and Development Regulations

B. GENERAL COUNCIL BUSINESS

1. Update on Council Goal #1 (i): Develop Community Outreach Policy – Ad Hoc (Jeff Coughlin, Jennifer Chamberlin, Anna Mockler)
2. Update on Council Goal #5: Lodging Tax Advisory Committee Policies & Procedures – Ad Hoc (Eric Younger, Denise Frey, Jane Rebelowski)
3. Public Works Committee Briefing (*Last Meeting 4/15/25*) – Chair Jane Rebelowski
4. Parks, Finance, Investment, & Parking Committee Briefing (*Last Meeting 4/22/25*) – Chair Jeff Coughlin
5. Regional and Other Committee/Board Briefings
6. Other General Council Business (*As necessary, and as time allows...*)

C. GENERAL COUNCIL BUSINESS

1. 20-Minutes to discuss Qualifications of an Applicant for Public Employment as allowed per RCW 42.30.110 (g) *Public comments will be accepted on this item only, with action anticipated*

D. ADJOURNMENT OF STUDY SESSION



Americans with Disabilities Act accommodations provided upon request. Those requiring special accommodations should contact the City Clerk's Office at (360) 473-5323 at least 24 hours prior to the meeting.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A1

SUBJECT:

Interlocal Cooperative RAVE Emergency
Notification & Alerting System User
Agreement with Kitsap County Department
of Emergency Management

Study Session Date: April 23, 2025

COUNCIL MEETING Date: May 7, 2025

Department: Fire

Presenter: AC Payne

Phone: (360) 473-5382

SUMMARY: Bremerton Fire desires to enter an interlocal agreement (ILA) to utilize the RAVE communication system which is provided and funded by the Kitsap County Department of Emergency Management (DEM). This system allows for internal communications within the fire department as well as external communications with the public in the event of an emergency.

ATTACHMENTS: Interlocal Cooperative RAVE Emergency Notification and Alerting System User Agreement

FISCAL IMPACTS (Include Budgeted Amount): None

STUDY SESSION ACTION: ☐ Consent Agenda ☐ General Business ☐ Public Hearing

RECOMMENDED MOTION:

Move to approve Interlocal Agreement between Kitsap County Department of Emergency Management and the City of Bremerton Fire Department and authorize the Fire Chief to finalize and execute the RAVE interlocal agreement with substantially the same terms and conditions as presented.

COUNCIL ACTION: ☐ Approve ☐ Deny ☐ Table ☐ Continue ☐ No Action

KC _____
INTERLOCAL COOPERATIVE RAVE
EMERGENCY NOTIFICATION AND ALERTING SYSTEM USER AGREEMENT
BETWEEN KITSAP COUNTY AND BREMERTON FIRE DEPARTMENT

This Interlocal Cooperative Rave Emergency Notification and Alerting System User Agreement ("Agreement") is entered into between Kitsap County, through the Department of Emergency Management, a Washington state political subdivision ("County") and the City of Bremerton, through the Bremerton Fire Department, a Washington state municipal corporation ("Agency").

RECITALS

WHEREAS, the County established the Kitsap County Department of Emergency Management ("KCDEM") as the local emergency management organization to provide emergency management services and programs to the residents of and on behalf of the County and cities within the County.

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, allows public agencies to enter into cooperative agreements to provide services more efficiently within their jurisdictions.

WHEREAS, as a result of County's solicitation No. 2020-144, the County executed contract KC-685-21 with Rave Wireless, Inc for an Emergency Notification and Alerting System ("Alert System") which is managed by the Department of Emergency Management ("KCDEM").

WHEREAS, the Alert System is a robust mass notification system used to send messages via multiple channels (SMS test messages, emails, social media, desktop alerts and telephone calls) to targeted groups when group notifications are required in the event of, or anticipation of, an emergency.

WHEREAS, KCDEM would like to make the Alert System available to other government agencies and KCDEM volunteer organizations for internal notification purposes in the event of, or anticipation of, an emergency subject to a User Agreement and the Agency's commitment to encourage employees to register for Kitsap County emergency public notification.

WHEREAS, providing our agency partners access to use of the Alert System will enable the agencies to rapidly mobilize their leadership and response teams to more effectively respond to emergencies and assist the County in activating and providing emergency response to save lives, reduce property damage, and/or protect the environment.

WHEREAS, authorizing the Agency to use the Alert System and expanding the Alert System's registered users effectively increases the County's ability to amplify life safety messaging and the County's efficiency in an emergency by expanding the efficiency of the Alert System.

WHEREAS, it is beneficial to the County and the public health, safety, and welfare to permit the Agency to utilize the features of the Alert System subject to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

- A. Access means the use of the Alert System provided to the Agency subject to the terms and conditions of this Agreement.
- B. Agency Emergency Manager means the person designated by the Agency to function as the Agency Emergency Manager and administrator of this Agreement for purposes of section 4.
- C. Authorized Use means the functions and capabilities an assigned User is authorized to perform as designated by the System Administer.
- D. Data means the names, addresses, phone numbers and other relevant information needed to provide Emergency Notifications to Agency employees or volunteers.
- E. Emergency means in the event, or anticipation, of an event or set of circumstances which (a) demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken community overtaken by such occurrences; or (b) reaches such a dimension or degree of destructiveness as to warrant a local emergency proclamation or the governor to proclaim a state of emergency pursuant to RCW 43.06.010 or the County; or (c) in the event of critical staffing needs.
- F. KCDEM Director means the Kitsap County Department of Emergency Management Director or designee.
- G. Notifications means the messages via SMS text messages, emails, social media, desktop alerts and telephone calls using the Alert System to targeted groups in Emergencies.
- H. Software means the Alert System software provided pursuant to the KC-685-21 Rave Wireless, Emergency Notification and Alerting System
- I. System Administrator means the Kitsap County employee(s) designated by the KCDEM Director to manage the Alert System.
- J. User means the person(s) designated by the Agency to have Authorized Use of the Alert System, based on the Access provided and in compliance with the restrictions for the Authorized Use.

- 2. **PURPOSE.** The purpose of this Agreement is to provide for the joint and cooperative undertaking of the parties to make the Alert System available to the Agency for simultaneous communications, identify those persons responsible for administering the Alert System and define the responsibilities of the parties as contemplated in RCW 39.34.030.
- 3. **ORGANIZATION.** No separate legal or administrative entity is created by this Agreement nor do the parties intend to create through this Agreement a separate legal or administrative entity subject to suit.
- 4. **ADMINISTRATOR.** The KCDEM Director and Agency Emergency Manager or their respective designees will administer this Agreement for each party and meet as needed to discuss performance issues. Neither party is intending to assume responsibility or liability for the actions, or failures to act, of the other party and/or their respective employees. An administrator may be changed by providing written notice to the other party.

5. **EFFECTIVE DATE.** This Agreement will be effective when last executed by both parties and will remain in effect until terminated by either party.
6. **FILING.** Prior to its entry into force, this Agreement shall be filed with the Kitsap County Auditor's Office or, alternatively, listed by subject on the web site or other electronically retrievable public source in compliance with RCW 39.34.040.
7. **COMPENSATION.** The County is not requesting compensation from the Agency for Access and Use of the Alert System as there is no additional cost to the County for the same at this time. Should this change, the Agency has the option to terminate this Agreement and use of the Alert System or may choose to continue use of the Alert System and be assessed and pay the actual costs to the County for such Access and Use as provided in RCW 43.09.210. The Agency will pay all compensation due within 30 days of the invoice date.
8. **TERMINATION.** Either party may terminate this Agreement upon 10-days prior written notice to the other.
9. **ALERT SYSTEM, GRANT OF USE**
 - A. The Alert System is a robust mass notification system used to send messages via multiple channels (e.g. SMS test messages, emails, social media, desktop alerts and telephone calls) to targeted groups when group notifications are required for emergencies and other non-emergency purposes ("Notifications").
 - B. The County grants the Agency the right to have Access and Authorized Use of the Alert System for emergency Notification purposes subject to the terms and conditions of this Agreement based on the needs of the Agency and availability of County resources.
 - C. The County shall have access to all Agency data for purposes of emergency Notifications.
10. **AGENCY RESPONSIBILITIES**
 - A. Agency shall only use the Alert System in compliance with its intended purpose and all applicable laws, regulations, ordinances, and this Agreement.
 - B. Agency is responsible for entering and maintaining as current the Agency Data in the Alert System.
 - C. Agency shall promote Alert System registration [kcowa.us/alert] with its employees and volunteers during its annual benefit fairs and employee orientations.
 - D. Agency agrees to designate a minimum of two Users who, after completing the training provided by the County, will be provided Access to the Alert System to send messages in compliance with the instructions provided by the County and consistent with the Agency's protocols. The User may have up to two additional designees, who must also successfully complete the County training prior to Use and comply with the requirements of this section. The Agency shall promptly provide notice when there is a change in a designated User.
 - E. Agency shall not deliver to the Alert System any content or material for transmission or dissemination that is any of the following:
 1. harassing, defamatory, threatening, obscene, or otherwise objectionable, including

- material that is false or misleading, or
 - 2. violates the rights of any person or company protected by copyright, trademark, trade secret, patent or other intellectual property, privacy or other laws or regulations; or
 - 3. use the Services or Rave's systems to transmit or disseminate unsolicited material, including without limitation "junk mail" or "unsolicited bulk e-mail", or other advertising material to persons or entities that have not specifically agreed to receive such material by either opting in or not opting out; or
 - 4. send messages to individuals who have opted out of receiving messages from Agency.
- F. Agency and its Users will not modify through computer programming, or other techniques, the functions, capabilities, or operations of the Software. Further, the Agency and its Users will not allow or authorize, directly or indirectly, any person or entity to:
- 1. decompile, disassemble, or otherwise reverse engineer any of the Software or use any similar means to discover the source code or trade secrets contained therein.
 - 2. modify, translate or create derivate works of the Software or documentation or merge all or any part of the Software with another program, give away, rent, lease, lend, sell, sublicense, distribute, transfer, assign, or use the Software for timesharing or bureau use or to publish or host the Software for use by any third party;
 - 3. take any actions that would cause the Software to become subject to any opensource license or quasi-opensource license agreement;
 - 4. use the Software in any manner for purposes of: (i) developing, using, or providing a competing software product or service; (ii) copying any ideas, features, functionality, or graphics of the Software; or
 - 5. export the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder.
 - 6. use the Services or Rave systems to introduce malicious programs into the Products, Rave's systems, or the Third-Party Service Providers' networks or servers, including viruses, worms, Trojan horses, e-mail bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, data or personal information, including executing any form of network monitoring that will intercept or extract data.
- G. Agency agrees to promptly report to the System Administrator all Alert System security-related incidents, breach, or other incident relating to Software integrity. The County reserves the right to suspend access to the Alert System in the event of a security breach or violation of this Agreement. In the event of a security breach, the parties responsible for such breach will comply, at their sole expense, with all applicable requirements identified in RCW 42.56.590 or RCW 19.255.010, or other applicable law, rule, or regulation.
11. NO WARRANTIES. THE COUNTY MAKES NO WARRANTIES REGARDING THE ALERT SYSTEM, SOFTWARE, INTERFACES, INTERNET CONNECTIONS, DOCUMENTATION, OTHER MATERIALS, PRODUCTS AND SERVICES PROVIDED BY THE COUNTY, ALL OF WHICH ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND TO THE MAXIMUM EXTENT PERMITTED LAW WITH NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, THE SYSTEM, SERVICES OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, DURABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR LOSS OF DATA.

12. **SOFTWARE OWNERSHIP.** The parties acknowledge and agree that the County does not have ownership of the Software and therefore does not control changes, updates, upgrades, interruptions, or any other Software issues.
13. **GOVERNING LAW; VENUE.** The Agreement will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.
14. **NOTICE.** All notices will be delivered in writing to the KCDEM Director or Agency Emergency Manager. Notice mailed by regular post (including first class) will be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices sent by certified or registered mail will be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service will be conclusive evidence of the date of mailing.
15. **PROPERTY.** The parties do not anticipate the acquisition of property for the performance of this Agreement and any property acquired by a party during this Agreement will be held by and remain the property of the acquiring party.
16. **INSURANCE.** Both parties will maintain during the term of this Agreement adequate general liability insurance to protect against losses and risks arising out of or related to the access and use of the Alert System under this Agreement in such amounts as are prudent and customary for the jurisdiction.
17. **INDEMNIFICATION.** To the extent of its comparative liability, each party agrees to indemnify, defend, and hold harmless the other party, and the other party's elected and appointed officials, employees, agents, and volunteers (and their marital communities) from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorneys fees, and alternative dispute resolution costs, for violation of any law applicable to a party, any personal injury, or any bodily injury, sick disease, or death, and for any damage to or destruction of any property (including the loss of uses therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the party, its elected and appointed officials, employees, agents, or volunteers (and their marital communities).

A party reserves the right, but will have no obligation, to participate in the defense of any claim, damages, losses or expenses and such participation will not constitute a waiver of the party's indemnity obligations under this Agreement.
18. **NONDISCRIMINATION.** No party will discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and will comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.
19. **COMPLIANCE WITH LAWS.** The parties shall comply with all applicable federal, state, and local laws, rules and regulations when accessing and using the Alert System.
20. **INDEPENDENT CAPACITY.** The employees and agents of each party who are engaged in the

performance of this Agreement shall continue to be the employees or agents of that party and shall not be considered, for any purpose, to be employees or agents of the other party to this Agreement. Neither party shall have the authority to bind the other nor control the employees, agents or contractors of the other party to this Agreement. All rights, duties and obligations of a party shall remain with that party. Each party shall be solely and exclusively responsible for the compensation, benefits, training expenses, equipment, costs, and all other costs, benefits, and expenses for its employees. Each party will be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and civil service rules and regulations regarding its own employees.

21. **PUBLIC RECORDS ACT.** Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, chapter 42.56 RCW (as may be amended), each party agrees to maintain all records constituting public records and to produce or assist the other party in producing such records, within the time frames and parameters set forth in state law.
22. **SEVERABILITY.** The provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed to be illegal, invalid or unenforceable, in whole or in part, will not affect any other terms or conditions of the Agreement and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.
23. **IMPLIED CONTRACT TERMS.** Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.
24. **HEADINGS.** Headings of this Agreement are for convenience only and will not affect the interpretation of this Agreement.
25. **AMENDMENTS.** This Agreement may be changed, modified, or amended, only by written agreement executed by the parties hereto.
26. **NO THIRD-PARTY RIGHTS.** This Agreement is intended to be solely between the parties. No part of this Agreement will be construed to add, supplement, or amend existing rights, benefits, or privileges of any third party, including without limitation, prisoner(s), or employees of either party.
27. **ASSIGNMENT.** The rights or obligations under this Agreement, and any claims arising thereunder, are not assignable or delegable by the Agency.
28. **NO WAIVER.** A failure by any party to exercise its rights under this Agreement will not preclude that party from subsequent exercise of such rights and will not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party.
29. **SURVIVAL.** Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement will so survive. Those provisions include, without limitation, the respective responsibilities of each party, compensation, and indemnification.
30. **ENTIRE AGREEMENT.** The parties acknowledge the Agreement is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by the Agreement.

31. COUNTERPARTS, ELECTRONIC SIGNATURE. The Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the parties will be deemed to constitute original signatures and deemed to constitute duplicate originals.

32. AUTHORIZATION. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

Dated this _____ day of _____, 2024

Dated this _____ day of _____, 2024

CITY OF BREMERTON

KITSAP COUNTY

PAT MCGANNEY, Fire Chief
Bremerton Fire Department

JAN GLARUM, Director
Department of Emergency Management

Dated this _____ day of _____, 2024

CITY OF BREMERTON

GREG WHEELER, City Manager

DATED or ADOPTED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

KATHERINE T. WALTERS, Chair

CHRISTINE ROLFES, Commissioner

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A2

SUBJECT:

Resolution and Intergovernmental
Agreement with the Suquamish Tribe to
Design a Habitat Restoration Plan for the
Gorst Creek Fish Rearing Facility Area

Study Session Date: April 23, 2025

COUNCIL MEETING Date: May 7, 2025

Department: PW&U

Presenter: Chance Berthiaume

Phone: (360) 473-5929

SUMMARY: The Suquamish Tribe (Tribe) in collaboration with Bremerton PW&U (PW&U) will develop a restoration plan and design to restore Gorst Creek between Jarstad Park and the confluence with Parish Creek. PW&U has budgeted \$70,000 to support the design effort, as defined in the Intergovernmental Agreement, and will work with the Tribe to develop a mutually agreeable design.

ATTACHMENTS: Resolution No. ____; and Intergovernmental Agreement with the Suquamish Indian Tribe

FISCAL IMPACTS (Include Budgeted Amount): Bremerton Stormwater Utility budgeted \$70,000 for the planning and design efforts.

STUDY SESSION ACTION: ☐ Consent Agenda ☐ General Business ☐ Public Hearing

RECOMMENDED MOTION:

Move to approve Resolution No. ____, and authorize the Mayor to finalize and execute the Intergovernmental Agreement with the Suquamish Tribe with substantially the same terms and conditions as presented.

COUNCIL ACTION: ☐ Approve ☐ Deny ☐ Table ☐ Continue ☐ No Action

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Bremerton, Washington, to partner with the Suquamish Indian Tribe of the Port Madison Reservation (“Suquamish Tribe” or “Tribe”) in designing a restoration plan for the Gorst Creek Rearing Facility Area.

WHEREAS, the City of Bremerton and the Suquamish Tribe wish to restore fish passage and improve habitat conditions in Gorst Creek by eliminating unused concrete channels that have become fish barriers that were previously used as part of the water system intake facility for Water Pump Station 1; and

WHEREAS, the Suquamish Tribe is applying for funding to lead the Gorst Creek Restoration design effort which is mutually beneficial to the Tribe, the City, the local community, and the State of Washington; and

WHEREAS, the Suquamish Tribe has asked the City to be a partner in developing a feasibility and restoration design that will result in a design to restore Gorst Creek to a more natural state while maintaining hatchery operations, and beneficial function of existing necessary facilities; and

WHEREAS, the City will agree to provide \$70,000 from the Stormwater Utility to support this project and dedicate staff for review and decision making input and participation with the planning effort upon reaching mutually acceptable terms between the City and the Tribe and executing a written agreement which shall govern the terms and conditions applicable to the \$70,000 contribution; and

WHEREAS, the property belongs to the City of Bremerton Water Utility, and the Utility shall retain ownership and full control of the site; NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF BREMERTON, WASHINGTON,
DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Adoption. The City of Bremerton agrees to enter into a mutually beneficial partnership with the Suquamish Tribe to design a project that will restore Gorst Creek Rearing Facility area to a more natural state. The project will develop a mutually agreed upon design that can be moved forward for a construction project under a separate agreement. Upon execution of a mutually acceptable agreement between the parties governing the terms and conditions of the partnership, Bremerton will dedicate staff for review and decision-making input and participation with the planning effort and contribute \$70,000 towards the feasibility and design project.

SECTION 2. Corrections. The City Clerk and codifiers of this resolution are authorized to make necessary corrections to this Resolution including, but not limited to, the

correction of scrivener, clerical, typographical, and spelling errors, references, resolution numbering, section/subsubsection numbers and any references thereto.

SECTION 2. Severability. If any one or more sections, subsections, or sentences of this Resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Resolution and the same shall remain in full force and effect.

SECTION 3. Effective Date. This Resolution shall take effect and be in force immediately upon its passage.

PASSED by the City Council of the City of Bremerton, Washington this _____ day of _____, 2025.

ERIC YOUNGER, Council President

APPROVED AS TO FORM:

ATTEST:

KYLIE J. FINNELL, City Attorney

ANGELA HOOVER, City Clerk

PUBLISHED the _____ day of _____, 2025.

EFFECTIVE the _____ day of _____, 2025.

RESOLUTION NO. _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN**

Suquamish Indian Tribe of the Port Madison Reservation

AND

City of Bremerton

May 2025

THIS AGREEMENT is made and entered into by and between the Suquamish Indian Tribe of the Port Madison Reservation (Suquamish Tribe or Tribe) a federally recognized Indian Tribe, and the City of Bremerton (City), a Washington State political subdivision, through its Public Works and Utilities Department (PW&U).

IT IS THE PURPOSE OF THIS AGREEMENT that the City of Bremerton and the Suquamish Tribe wish to restore fish passage and improve habitat conditions in Gorst Creek. The Suquamish Tribe has been awarded EPA funding and has asked the City to be a partner in developing a feasibility and restoration design that will result in a mutually agreed upon plan to restore Gorst Creek to a more natural state while maintaining hatchery operations and beneficial function of existing necessary facilities. The City of Bremerton will provide \$70,000 from the Stormwater Utility to support this project and dedicate staff for review and decision-making input and participation with the planning effort toward restoration feasibility and design. The Suquamish Tribe will solicit for and manage a contract for the performance of a feasibility study and design for restoration of fish passage and habitat conditions in Gorst Creek, subject to the conditions under the NWIFC/EPA funding agreement (Attachment A) and the terms and limitations herein.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The Scope of Work (Attachment B) outlines the tasks required to solicit bids for a qualified consultant who will perform a feasibility study and identify a preferred design for restoration of Gorst Creek on City property located in Gorst, WA. Restoration on this property will result in public benefit due to the significant improvements to fish passage, improvement of riparian and floodplain habitat as well as climate/flood resiliency that would benefit multiple salmonid species (chum, coho, chinook, and steelhead) in the Gorst watershed, which are important to the Tribe, the City, and broader community. The Scope of Work is attached hereto and incorporated herein by reference.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement will commence on May 7, 2025, and be completed by June 30, 2027, unless terminated sooner or extended by mutual agreement of the parties, as provided herein.

CONTRIBUTION OF FUNDS

The City of Bremerton will contribute \$70,000. Payment for satisfactory performance of the work will not exceed this amount. Compensation for work completed pursuant to this Agreement will be based solely on the terms of this Agreement, including the budget established in the Scope of Work (Attachment B) and Project Budget (Attachment C), attached hereto, and incorporated herein by reference.

BILLING PROCEDURES

For completed work under the terms of this Agreement, the Tribe will submit quarterly invoices to the Project Manager for the City of Bremerton. Invoices will detail the work completed and indicate the most closely associated task(s) on the attached Scope of Work. All invoices for work under this Agreement must be submitted within 60 days of the date of completion of the work.

1. The Project Manager for the Suquamish Tribe will review each invoice for compliance with the terms of this Agreement and satisfactory completion of the work.
2. If the invoiced work has been completed to the satisfaction of the Suquamish Tribe, the Suquamish Tribe will invoice the city for approved and completed work within 30 days of approval.
3. Upon expiration of the Agreement, any claim for payment not already made will be submitted within 30-days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement will not be changed, modified, or amended except by the express and unanimous written agreement of all parties.

ASSIGNMENT

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

CONTRACT MANAGEMENT

The Project Manager for each of the parties will be responsible for and will be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Manager for the Suquamish Indian Tribe is:

Steve Todd, Salmon Recovery Biologist

stodd@suquamish.nsn.us

360-394-8667

The Project Manager for the City is:

Chance Berthiaume, Utility Manager

Chance.Berthiaume@ci.bremerton.wa.us

360-473-5929

DISPUTES

In the event that a dispute arises under this Agreement, it will be resolved according to the following mechanisms:

1. Informal Negotiation. With emphasis on solutions that prioritize the timely and accurate completion of the shoreline restoration feasibility and design, reporting, and other tasks outlined in the attached Scope of Work, the interested parties will first attempt to resolve any disagreement through informal discussion(s), following any reasonable procedure agreed to by the parties.

2. Mediation. If a dispute arises that cannot or is not resolved through Informal Negotiation, the parties agree to participate in mediation in good faith. A party wishing to commence mediation will provide written notice to the other parties. If possible, a mediator will be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties will use a mediation service that selects the mediator for the parties. The parties will equally share the costs of the mediator. The parties agree that good faith participation in the mediation process established by this section will precede any further action not contemplated herein. Should the parties reach a mediation agreement, the parties agree to be bound by that agreement. Enforcement of a mediation agreement reached will be the same as a decision reached in dispute hearing as set forth herein.
3. Dispute Hearing. If a dispute arises that cannot be or is not resolved through Informal Negotiation and Mediation mechanisms, any party may request a dispute hearing.
 - a. The requesting party must provide all other parties with a written request for a dispute hearing, in which the requesting party clearly states the disputed issues, the relative positions of the interested parties, and any relevant task(s) identified in the Scope of Work.
 - b. In order for this section to apply, all interested parties must agree in writing that the Dispute Hearing procedure established herein will be used to resolve the issue(s) identified by the requesting party.
 - c. A dispute under this section will be heard by a Dispute Hearings Board consisting of three (3) Board members: one person appointed by the Suquamish Tribe, a second person appointed by the City, and a third person appointed by the two persons initially appointed.
 - d. Any Dispute Hearing under this section will be informal, with specific processes to be determined by the Dispute Hearings Board according to the nature and complexity of the issues involved. The processes may be solely based on written material if the parties so agree. The Dispute Hearings Board will be governed by the provisions of this Agreement in deciding the dispute.
 - e. All costs incurred by the Dispute Hearings Board shall be shared equally by the parties. All costs incurred by a party to prepare for or appear before the Dispute Hearings Board shall be borne by the party incurring such costs.

INDEPENDENT CAPACITY

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

RECORDS MAINTENANCE

The parties to this Agreement will each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by the parties in the performance of the services described herein. These records will be subject to inspection, review, or audit by any duly authorized personnel of the parties, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement 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 will have full access and the right to examine any of these materials during this period free of charge.

Unless otherwise agreed, data originating from this Agreement shall be 'works for hire' as defined by as defined by Title 17 U.S.C., Section 101 and shall be equally owned by City and the Suquamish Tribe. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies,

computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights. All data will be archived at City's headquarters in Bremerton, Washington and made available to the public through an interactive data viewer and data download portal. City has unlimited rights to use and distribute the data as part of the sound-wide monitoring dataset.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference will be held invalid, such invalidity will not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION

Either the Suquamish Tribe or City, may terminate its participation in this Agreement upon 30 days' prior written notice to the other party. If this Agreement is so terminated, the parties will be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

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

WAIVER

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

ALL WRITINGS CONTAINED HEREIN

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

COUNTERPARTS

This Agreement may be executed in any number of counterparts or, if mutually agreeable to the undersigned authorized signatories for the Parties, through the exchange by facsimile or other electronic means of duty-signed duplicates hereof, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WARRANTY OF AUTHORITY

Each person or Party subscribing to this Agreement expressly warrants that it has full authority to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement.

DATED this ____ day of _____, 2025

DATED this ____ day of _____, 2025

THE SUQUAMISH INDIAN TRIBE
Suquamish, Washington

CITY OF BREMERTON
Bremerton, Washington

LEONARD FORSMAN, CHAIRMAN

GREG WHEELER, MAYOR

Attachment A - NWIFC/EPA Funding Agreement

23.24EPA PSP436
**Fish Passage/Bulkhead Removal/
Gorst Creek & Cowling Creek Restoration**

**CONTRACT BETWEEN
THE NORTHWEST INDIAN FISHERIES COMMISSION
AND THE SUQUAMISH TRIBE**

PART I. PURPOSE

The Parties to this contract are the Northwest Indian Fisheries Commission (hereinafter referred to as "NWIFC") and the SUQUAMISH TRIBE (hereinafter referred to as "Tribe"). The purpose of this contract is to achieve the objectives of the Puget Sound Protection and Restoration: Tribal Implementation Assistance Program.

In consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the NWIFC and Tribe mutually agree as follows:

PART II. SCOPE OF WORK

- A. The Tribe shall perform all activities required to meet the Project Objectives of the Narrative Statement (Work Plan), Attachment #1.
- B. Notwithstanding Section A, above, the project shall be designed and implemented according to generally accepted standards of scientific methodology or construction standards, and according to the general procedures, standards, and methods identified in the Tribe's proposal submitted to the NWIFC's project evaluation process.

PART III. DURATION OF CONTRACT

- A. This contract shall be in effect from **October 1, 2023 through June 30, 2027** unless otherwise modified pursuant to the terms of this contract.
- B. To the extent that it may be technically desirable to continue the work of the project described herein beyond the duration of this contract, such continuation shall be subject to:
 - 1. The availability of funds;
 - 2. A process developed and implemented through the NWIFC for project evaluation;
 - 3. Satisfactory performance according to the terms of this contract; and
 - 4. Negotiation of, and agreement to, a new contract between the parties to this agreement, or modification of this contract for purposes which include extending the duration of this contract beyond the time period specified in Part III, A.

PART IV. COMPENSATION AND PAYMENT

- A. Total compensation payable to the Tribe for satisfactory performance of the work under this contract is a maximum of **\$744,330**. Compensation for services rendered shall be based on the budget provided as Attachment #2, Budget.
- B. Compensation for services rendered shall be paid on a reimbursement basis upon receipt of properly completed invoices submitted to the NWIFC's contract representative.

23.24EPA PSP436
**Fish Passage/Bulkhead Removal/
 Gorst Creek & Cowling Creek Restoration**

1. Invoices shall consist of line-item expenditures that includes budget, cumulative expenditures, previous invoices paid, current invoice and balance of award.
2. **Quarterly invoices for reimbursable activities are due to the NWIFC no later than January 31st, April 30th, July 31st and October 31st.** The Tribe may submit invoices as frequently as needed but not more than once per month.
- C. Payment shall be considered timely if made by the NWIFC within thirty (30) days after receipt of properly completed invoices. Ten (10%) percent of the total funds may be held until the NWIFC has received the final Progress Report.
- D. The tribe shall submit a **final invoice no later than July 31, 2027.**

PART V. ALLOWABLE COSTS

- A. This contract is subject to the availability of funds provided to the NWIFC by the U.S. Environmental Protection Agency (hereinafter referred to as "EPA") for the Puget Sound Partnership Implementation Plan.
- B. Payment shall be made to the Tribe by the NWIFC only for actual expenses incurred by the Tribe in fulfillment of the terms of this contract.
- C. Indirect Costs shall be paid to the Tribe by the NWIFC at a rate equal to the official negotiated indirect cost rate applicable for the Tribe, except that the NWIFC shall not be obligated to pay Indirect Costs in excess of the amount identified in Attachment #2, Budget. The Tribe may include such costs in its invoices to the NWIFC. NWIFC shall pay to the Tribe all allowable supporting costs that have been properly invoiced to the NWIFC.
- D. Any costs incurred by the Tribe, which are subsequently determined to be disallowable, shall not be obligations of the NWIFC, whether or not such costs have been paid by the NWIFC to the Tribe pursuant to an invoice submitted to the NWIFC by the Tribe. In the event that disallowed costs must be paid back, it shall be the responsibility of the Tribe to make such repayment or to effectuate other resolutions of any questioned or disallowed costs identified in an audit.
- E. The Tribe is allowed to move up to ten (10%) percent of the total budget within the budgeted categories. No other costs shall be allowed under this contract except those budgeted categories that are included in Attachment #2, Budget. Changes in amounts greater than ten (10%) percent will require a budget modification. Any requests for modifications of the budget must be submitted to the NWIFC, along with a short narrative detailing the reasons for the revisions. Budget modification requests, including requests for increases in the total budget, are subject to prior approval by the NWIFC and the availability of funds.

PART VI. MONITORING AND REPORTING REQUIREMENTS

- A. The Tribe shall monitor the performance of the activities supported by this contract to ensure tasks are accomplished on time and other project performance goals are achieved.
- B. **Semi-Annual progress reports utilizing the EPA Financial and Ecosystem Accounting Tracking System (FEATS) are due to the NWIFC no later than April 30th (covering the period of October 1 – March 31) and October 30th (covering the period April 1 – September 30) of each year.** The Tribe understands that failure to timely comply with this reporting requirement will impair the NWIFC's ability to secure additional funding for these purposes.

23.24EPA PSP436**Fish Passage/Bulkhead Removal/
Gorst Creek & Cowling Creek Restoration**

- C. During the duration of this contract, the Tribe shall immediately notify the contract representative for the NWIFC in writing of any events, conditions, or occurrences which arise and which substantially and materially affect the Tribe's ability to carry out its project under this contract. The notification shall include a brief description of the event, condition, or occurrence; any corrective action or needs identified; and assistance required of the NWIFC, if any, because of the circumstances. Upon notification, the Tribe and the NWIFC shall consult and evaluate the problem and shall, by agreement, determine the appropriate actions to be taken.

PART VII. APPLICABLE PROCEDURES AND REGULATIONS

- A. By entering into this contract, the Tribe agrees:
1. To comply with the requirements as prescribed in 2 CFR 200;
 2. 2 CFR 1500
 3. 15 CFR Part 24 and Part 28;
 4. 2 CFR Part 1326, Subpart C;
 5. 40 CFR Part 33, Part 34 and Part 35 Subpart P; and
 6. That all services and activities to be performed under this contract will be in compliance with applicable federal regulations.
- B. Contract termination procedures.
1. Termination of Contract for Cause.
 - a. The NWIFC may terminate this contract in whole, or in part, at any time before the date of completion, whenever it is determined that the Tribe has:
 - 1) Materially failed to comply with the terms and conditions of this contract or any applicable federal contracting regulation; or
 - 2) Been grossly negligent in, or mismanaged, the handling or use of funds provided under this contract.
 - b. Payments made to the Tribe or recoveries by the NWIFC under this contract shall be in accordance with the legal rights and obligations of the parties.
 2. Termination of Contract on Grounds Other than Cause.
 - a. Except as provided in the Termination of Contract for Cause provision above, the contract may be terminated in whole or in part only as follows:
 - 1) By the NWIFC with the consent of the Tribe, in which case the two parties shall agree upon the termination conditions, including the effective date and the portion to be terminated; or
 - 2) By the Tribe, upon written notice to the NWIFC, setting forth the reasons for the termination, the effective date and the portion to be terminated; or
 - 3) By the NWIFC in the event that the NWIFC/EPA contract is delayed, terminated, suspended, limited, or otherwise modified by the EPA for any reason that interrupts funding to NWIFC.
 - b. When the contract is terminated in accordance with Sections (a) (1), (2), or (3) above, the Tribe shall not incur new obligations for the terminated portion of the contract after the effective date of the termination, and shall terminate as many outstanding obligations as possible. The NWIFC shall allow full credit to the Tribe for the NWIFC's share of the noncancellable obligations properly incurred by the Tribe

23.24EPA PSP436
**Fish Passage/Bulkhead Removal/
Gorst Creek & Cowling Creek Restoration**

before termination.

PART VIII. FEDERAL FUNDING INFORMATION

A portion or all of the funds for this project are provided through the following federal funding source(s):

Federal Agency: US Environmental Protection Agency CFDA: #66.121
Federal Award Identification Number: 4P-02J12201 Federal Fiscal Year: 2023 and 2024
Federal Award Date: 7/12/2022 Total Federal Award: \$50,000,000
Federal Award Project Description:
Puget Sound Protection and Restoration: Tribal Implementation Assistance Program

PART IX. CONTRACT REPRESENTATIVES

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

Project Contact

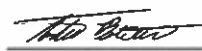
Steve Todd
PO Box 498
Suquamish, WA 98392
Email: stodd@suquamish.nsn.us
DUNS: 085807071

Northwest Indian Fisheries Commission

Lucy Yanez, Contracts Specialist
6730 Martin Way East
Olympia, WA 98516
lyanez@nwifc.org

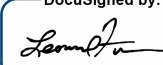
This contract, with attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

On Behalf of the Northwest Indian Fisheries Commission:

 (For)
Justin R. Parker, Executive Director
Northwest Indian Fisheries Commission

Date: 05/02/2024

On Behalf of the Suquamish Tribe:

DocuSigned by:

F19A5D9A5D7A4A4...
Leonard Forsman, Chairman
Name/Title

Date: May 7, 2024



Northwest Indian Fisheries Commission

6730 Martin Way E., Olympia, Washington 98516-5540
Phone (360) 438-1180 www.nwifc.org FAX # 753-8659

May 3, 2024

Suquamish Tribe
PO Box 498
Suquamish, Washington 98392

Re: FY-23.24 EPA Puget Sound Partnership Implementation
Agreement #23.24EPA PSP436
EPA Cooperative Agreement # 4P-02J12201-2

This letter serves as written confirmation that your FY23.24 EPA Puget Sound Partnership Implementation funding has been approved in the amount of \$744,330. Attached please find (1) digitally signed contract for the above-referenced project. Please have the appropriate individual sign the contract if it meets with their approval. Once completed, please return a digital copy to lyanez@nwifc.org.

The Tribe agrees to comply with the following:

- ❖ Narrative Statement (Work Plan) – Attachment 1
- ❖ Project Budget – Attachment 2
- ❖ EPA Administrative and Programmatic Conditions – Attachment 3
- ❖ Anti-Lobbying Certification – Attachment 4
- ❖ NWIFC Unexpended Funds Policy – Attachment 5
- ❖ Federal Financial Report (SF-425)
- ❖ EPA PS Financial and Ecosystem Accounting Tracking System (FEATS)

The Northwest Indian Fisheries Commission requires a copy of the tribe's current Indirect Cost Rate Agreement. The contract will not be considered fully executed unless this is provided. Please forward a copy to my attention at lyanez@nwifc.org. Per EPA Administrative and Programmatic Conditions, the tribe may not draw down funds for indirect costs without a current approved rate in place.

When invoicing the NWIFC for reimbursement, please identify this program as #23.24EPA PSP436. These funds are effective October 1, 2023. All invoices need to be submitted to the attention of Lucy Yanez at lyanez@nwifc.org.

If you should have further questions, please contact me at (360) 438-1180, Ext. 328.

Sincerely,

A handwritten signature in cursive script that reads "Lucy Yanez". The signature is written in dark ink and is positioned above the printed name and title.

Lucy Yanez
Contracts Specialist

23.24EPA PSP436 – ATTACHMENT #1

Suquamish Tribe

Project 1: Fish Passage Barrier Prioritization

Project 2: Bulkhead Removal Feasibility and Design

Project 3: Gorst Creek Fish Passage and Habitat Restoration Feasibility and Design

Project 4: Cowling Creek Preserve Salmon Habitat Restoration Feasibility and Design

Project Coordinator:

Steve Todd, Salmon Recovery Biologist, Natural Resources Department
18490 Suquamish Way, Suquamish, WA 98392
360-865-0615, stodd@suquamish.nsn.us

Proposed Starting and Ending Dates:

April 1, 2024 - June 30, 2027

Locations

Project 1: Fish Passage Barrier Prioritization

Suquamish Tribal offices, latitude 47.728642, longitude -122.558702, project involves locations throughout the East Kitsap area (see Figure 1)

Project 2: Bulkhead Removal Feasibility and Design

Latitude 47.695436, longitude -122.599295 (see Figures 1 and 2)

Project 3: Gorst Creek Fish Passage and Habitat Restoration Feasibility and Design

Latitude 47.530460, longitude -122.711369 (see Figures 1 and 3)

Project 4: Cowling Creek Preserve Salmon Habitat Restoration Feasibility and Design

Latitude 47.746351, longitude -122.560260 (see Figures 1 and 4)

23.24EPA PSP436 – ATTACHMENT #1

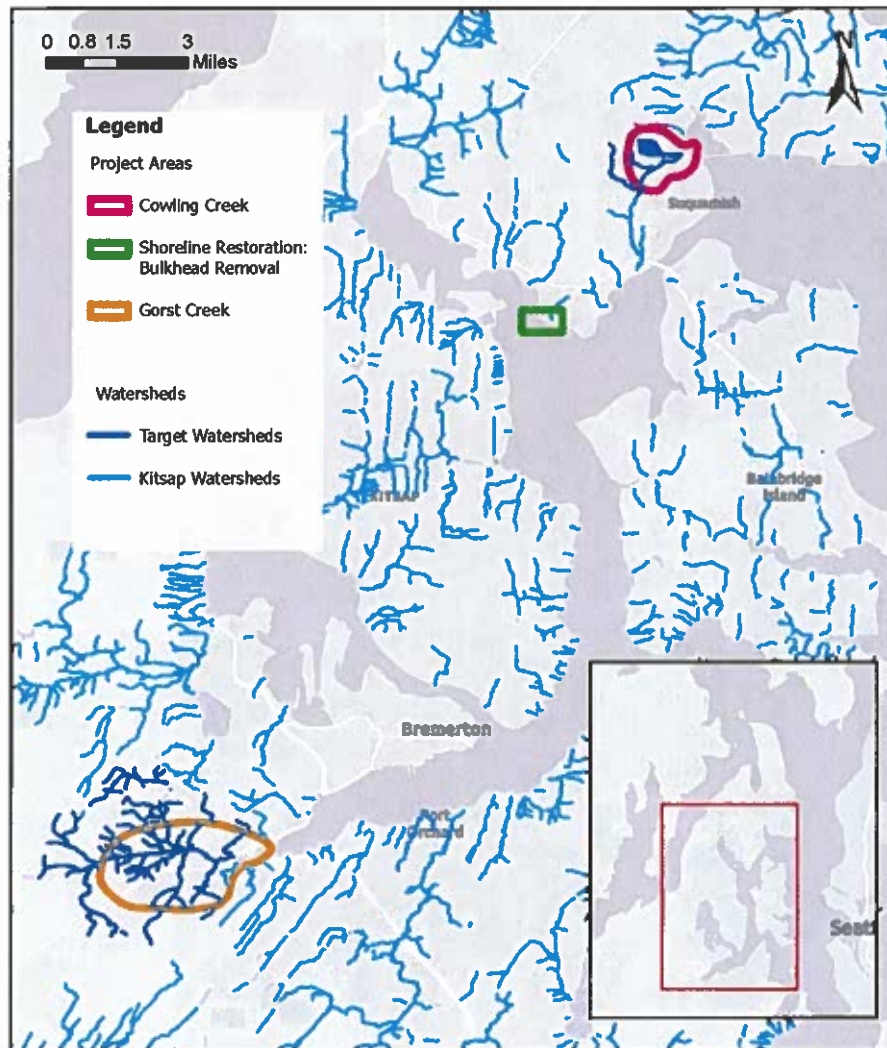


Figure 1. Locations of projects 1 (Fish Barrier Prioritization), 2 (Shoreline Restoration: Bulkhead Removal), 3 (Gorst Creek), and 4 (Cowling Creek). Project 1 encompasses the entire East Kitsap area. Note: the geographic extent of project 1 extends north and slightly south of the map extent.

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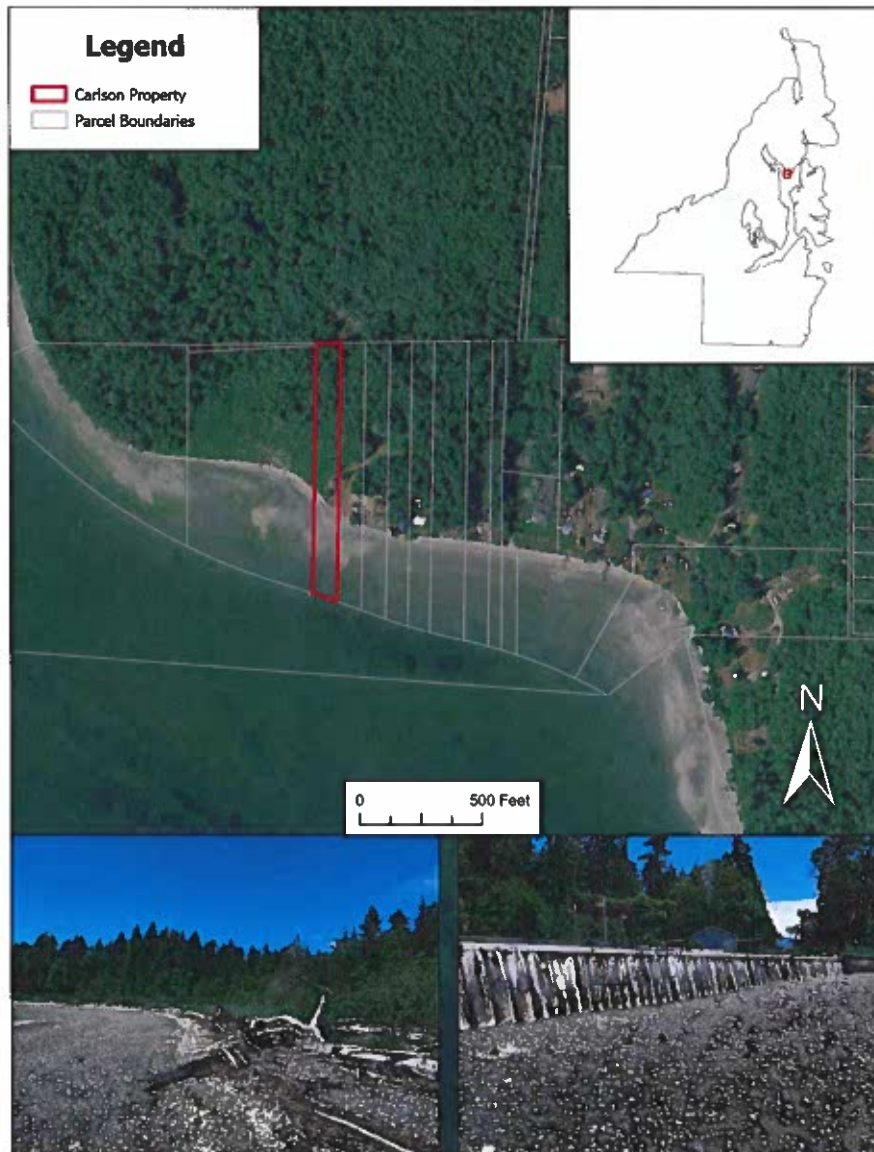


Figure 2. Location and on-the-ground photos of private bulkhead in East Kitsap shoreline. (Map and photos courtesy of Kitsap County).

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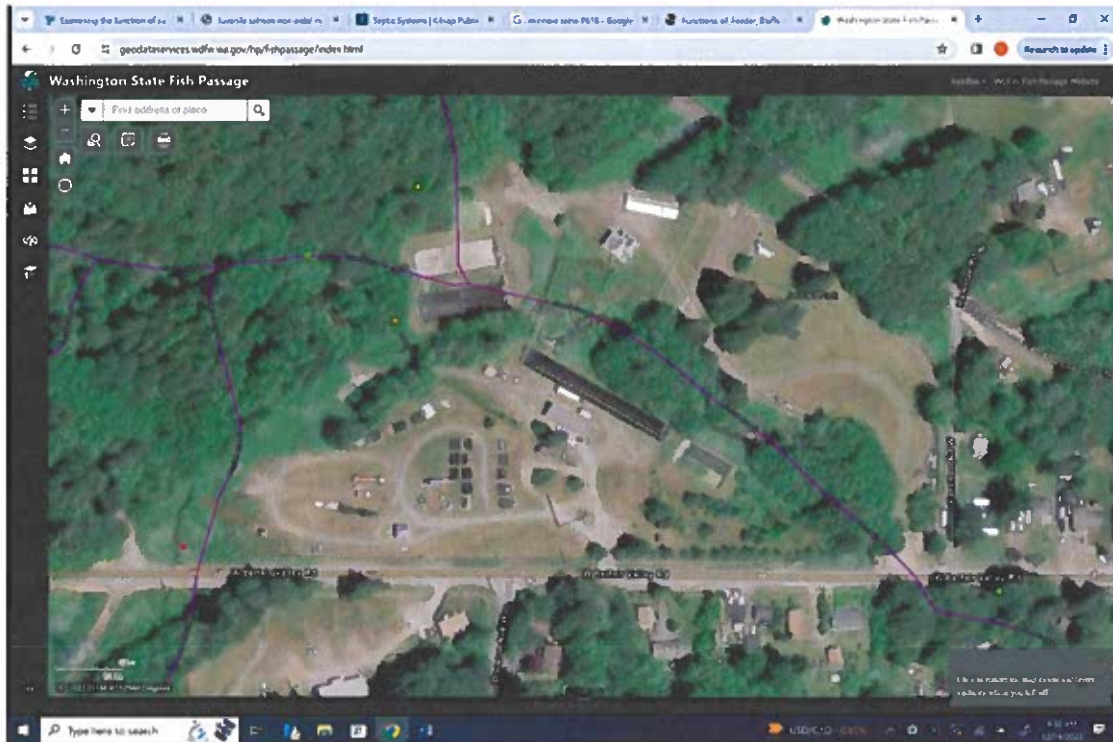


Figure 3. Gorst Creek rearing facility and site of fish passage and habitat restoration.



Figure 4. Site of fish passage barrier and potential habitat restoration on Cowling Creek (Photo: Suquamish Tribe)

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Project Metrics (distances):

Project 1: Fish Passage Barrier Prioritization

- Approximately 50 additional fish passage barriers assessed
- Prioritization tool for addressing fish passage barriers developed and implemented for hundreds of barriers across all of East Kitsap

Project 2: Bulkhead Removal Feasibility and Design

- Feasibility/Design on approximately 100 linear feet of bulkhead removed and upper beach restored and re-vegetated.

Project 3: Gorst Creek Fish Passage and Habitat Restoration Feasibility and Design

- Feasibility and 30% design for restoration on approximately 1,000 feet of stream, riparian, and floodplain habitat, including addressing at least two fish passage barriers

Project 4: Cowling Creek Preserve Salmon Habitat Restoration Feasibility and Design

- Feasibility and design for addressing at least four fish passage barriers and restoration of stream habitat affecting about 3,000 linear feet of stream on the 31 acre Cowling Creek Preserve

Workplan Abstract:

Project 1: Fish Passage Barrier Prioritization

Using existing accepted methods and results from recent water type surveys, this project will identify and assess the fish passage status of culverts and other in-stream structures in focal watersheds of the East Kitsap (West Central LIO) area. The focus of this effort is on city, county, and private culverts and other barriers for which a recent assessment has not been completed. Based on the barrier assessment, a prioritization for removal of fish barriers will be developed in these focal watersheds that will integrate all ownerships (e.g., State, local government, private, etc.) and impacts to multiple salmonid species (particularly chum, coho, and ESA-listed steelhead).

This project will expand on the existing fish passage assessment project funded under FY-19 that uses WDFW methods (2019) to assess fish passage status at culverts and other structures in East Kitsap. Far more passage structures have been encountered and assessed than initially identified. From September 2022 through January 2024, Suquamish staff have assessed approximately 300 fish passage structures in about 10 independent watersheds of East Kitsap.

The focus of this new phase (Phase II) of the project (funded under FY-23/24) will be to 1) complete additional assessments to fill remaining data gaps in salmon streams of the East Kitsap area, 2) to work with salmon recovery partners to develop and implement a fish passage restoration prioritization tool that draws on lessons from other existing prioritizations (e.g., King County, WRIAs 13/14, “Upstream” developed by UW Sea Grant et al.) and incorporates local knowledge and salmon recovery priorities, and 3) develops a final technical report that summarizes the results of the project.

Project 2: Bulkhead Removal Feasibility and Design

This project would work with a willing shoreline landowner to provide the feasibility and design phases for removal of about 100 feet of shoreline armor (including some creosote material) and restoration of

23.24EPA PSP436 – ATTACHMENT #1

the adjacent upper beach and shoreline vegetation located about 0.5 miles northwest of Point Bolin. The Tribe would partner with the Kitsap County Shore Friendly Program and allocate most of the funding to Kitsap County to contract for engineering feasibility and design. The project site is immediately east of an intact salt marsh on tribal land and herring and surf smelt spawning are documented along this shoreline. The project would benefit forage fish spawning and juvenile chinook, chum and other nearshore migratory salmon habitat.

Project 3: Gorst Creek Fish Passage and Habitat Restoration Feasibility and Design

This project will provide a feasibility (alternatives analysis) and design for addressing fish passage barriers and stream channel, floodplain, and riparian restoration on Gorst Creek within approximately 1,000 feet of stream adjacent to the Suquamish Tribe's Gorst Creek rearing facility. The project would benefit multiple salmonid species including ESA-listed steelhead and chinook, coho, and chum. The Tribe would partner with the City of Bremerton with most of the funding allocated to this project used to contract with an engineering firm to develop feasibility and design alternatives. Remaining funds would support tribal staff project management, oversight, and review of deliverables.

Project 4: Cowling Creek Preserve Salmon Habitat Restoration Feasibility and Design

This project would develop a salmon habitat restoration feasibility and design on tribal and Great Peninsula Conservancy (GPC) properties that make up the Cowling Creek Preserve. The Tribe would partner with GPC in development of this project. At least four fish passage barrier structures and multiple stream habitat restoration opportunities exist on the Preserve along both Cowling Creek and the North Fork of Cowling Creek, a combined 3,000 feet of stream. The project would benefit multiple salmonid species including ESA-listed steelhead, coho, and chum. The Tribe would contract with an engineering firm to develop the feasibility and restoration designs. Improving fish passage and habitat function on the Preserve would potentially leverage future efforts by Kitsap County to improve fish passage immediately downstream of the Preserve at the mouth of both streams by removing fish barrier culverts at Miller Bay Road, and at a fish passage barrier culvert at Columbia Street upstream of the Preserve.

23.24EPA PSP436 – ATTACHMENT #1

PROJECT NARRATIVE:**Tribal Priority****Project 1: Fish Passage Barrier Prioritization**

The 2020 State of Our Watersheds report (NWIFC and Treaty Tribes 2020) reported that culverts and other artificial structures partially or completely block at least 155 miles of known salmonid spawning and rearing habitat in the East Kitsap area. Recent stream mapping studies in East Kitsap suggest that the amount of blocked habitat is likely much greater than this estimate. The Steelhead Recovery Plan for the East Kitsap DIP (2020) has identified fish passage barriers as a critical stressor. The Suquamish Tribe has built on existing fish barrier inventories conducted by WDFW and local governments, and has now assessed fish passage at about 300 individual culvert crossings in multiple watersheds of East Kitsap since September 2022. However, there are likely hundreds of assessments that still need to be done. With this assessment effort we are quickly gaining a better understanding of the cumulative impact of these barriers to salmon and steelhead. This project will result in improved characterization of the magnitude of this problem across the East Kitsap area. Habitat protection and restoration actions, including fish barrier correction, are occurring as a result of identifying priority actions needed to restore salmonid populations. In addition to completing additional fish barrier assessments, we are in need of a comprehensive prioritization of fish barriers throughout the East Kitsap area. With phase II of this project, the Tribe will work with salmon recovery partners (mainly through the West Sound Partners for Ecosystem Recovery – WSPER) to develop and implement a prioritization tool for addressing fish passage barriers across East Kitsap that will integrate all fish passage barrier ownerships across the watersheds. This prioritization tool will improve the region's competitiveness when we seek funding to correct fish passage problems.

Project 2: Bulkhead Removal Feasibility and Design

The 2020 State of Our Watersheds (NWIFC and Treaty Tribes 2020) reported that 56% of the East Kitsap shoreline remains armored by bulkheads, sea walls, and revetments. However, some progress in the removal of shoreline armor is beginning to occur. Data from 2015-2018 show that 462 feet of armoring was removed and beach restored in the East Kitsap area. However, during this same time period there were 35 projects to replace or repair old bulkheads with new bulkheads, totaling 4,508 feet. These repair projects extend the impacts of the structures instead of restoring the natural functions of the shoreline. Armoring can bury forage fish spawning habitat, particularly surf smelt and sand lance, and over time can cause gravel and sandy beaches to become rocky and sediment starved, reducing the quality and quantity of habitat for forage fish species like surf smelt, sand lance, and herring, and impact juvenile salmon (particularly ESA-listed chinook) habitat in the nearshore.

This shoreline restoration project will contribute to local progress in removing shoreline armor. The Tribe will partner with the Shore Friendly Kitsap program and a willing private landowner on tribal land to remove approximately 100 linear feet of armor that has been in place for several decades. This will result in restoration of upper beach habitat and replanting of the shoreline with native vegetation. The Suquamish Tribe and WDFW have documented surf smelt spawning multiple times during the past several years along this beach. Herring spawning is also documented. Armor removal will benefit surf smelt spawning habitat directly and sediment transport processes. The project occurs adjacent to an undeveloped brackish marsh on one side and neighboring properties on the other side that may be future locations for armor removal, particularly if this project demonstrates success.

23.24EPA PSP436 – ATTACHMENT #1**Project 3: Gorst Creek Fish Passage and Habitat Restoration Feasibility and Design**

The 2020 State of Our Watersheds (NWIFC and Treaty Tribes 2020) reported that culverts and other artificial structures fully or partially block at least 155 miles of known salmon and steelhead spawning and rearing habitat in the East Kitsap area. This project is consistent with the Treaty Tribe's Habitat Strategy in addressing at least two fish passage barriers, as well as restoring floodplain, riparian, and stream channel processes and habitat conditions throughout the 1,000 ft project reach, which has been heavily impacted by human infrastructure for many decades. Coho, chum, and chinook salmon, as well as steelhead, would benefit from these actions. Fish passage and habitat restoration associated with this project will also benefit a fish passage correction project being led by the City of Bremerton on Parish Creek, a main tributary of Gorst Creek immediately upstream of this project site. Fish passage projects (culverts replaced with bridge spans) have also been implemented in recent years just upstream of the project site. A reach scale stream restoration project was implemented about 20 years ago immediately downstream of the project site within the City of Bremerton's Jarstad Park. Additionally, there are excellent opportunities for education of tribal youth and the greater public in highlighting the restoration actions at the Gorst Creek rearing facility.

Project 4: Cowling Creek Preserve Salmon Habitat Restoration Feasibility and Design

The 2020 State of Our Watersheds (NWIFC and Treaty Tribes 2020) reported that culverts and other artificial structures fully or partially block at least 155 miles of known salmon and steelhead spawning and rearing habitat in the East Kitsap area. This project involves fish passage and habitat restoration feasibility and design at multiple sites within the 31 acre Cowling Creek Preserve, which is undeveloped and protected forested habitat owned by the Great Peninsula Conservancy and the Suquamish Tribe. The Tribe will additionally work with Kitsap County to prioritize correcting fish passage barriers immediately downstream of the Preserve at the mouth of Cowling Creek and upstream of the Preserve at Columbia Street. Coho and chum salmon, and steelhead would benefit from the fish passage and habitat restoration actions on the Preserve. Additionally, there are exceptional educational opportunities for tribal youth and the broader community in highlighting these restoration actions given that public trails on the Preserve provide access to most if not all of the restoration sites.

2022 Action Agenda**Project 1: Fish Passage Barrier Prioritization**

Strategy 06: Fish Passage Barriers - Address fish passage barriers and reopen salmon habitat by accelerating strategic planning and sequenced implementation of projects.

Strategy C: Research and Monitoring - Coordinate and invest in research and monitoring to support Puget Sound recovery.

Outcome 1.3. Restore natural flows, fish passage, flooding, and tidal inundation to freshwater and marine systems by removing structural barriers or altering their management (including from major infrastructure)

23.24EPA PSP436 – ATTACHMENT #1

Project 2: Bulkhead Removal Feasibility and Design

Strategy 03: Healthy Shorelines - Protect and restore marine shorelines by improving regulations, incentives, and strategic planning rooted in an understanding of coastal processes, with a focus on bluff-backed beaches to address sediment transport as it relates to ecosystem function.

Strategy 20: Climate Adaptation and Resilience - Integrate climate adaptation and resilience into all strategies to protect and restore ecosystems and human wellbeing.

Strategy E: Stewardship and Motivating Action - Build issue awareness to increase public support for Puget Sound recovery and cultivate stewardship behaviors that benefit Puget Sound.

Outcome 1.4. Restore habitat and habitat-forming processes to support biological communities

Outcome 4.3. Increase the resilience of the Puget Sound ecosystem (including habitats, water resources, species, and humans) and recovery efforts by adapting to changing climate and ocean conditions when conducting protection and restoration activities.

Outcome 5.2. Engagement in and trust of Puget Sound environmental and natural resource governance is increased

Project 3: Gorst Creek Fish Passage and Restoration Feasibility and Design

Strategy 05: Floodplains and Estuaries - Protect and restore floodplains and estuaries (including associated riparian habitats) by advancing integrated river basin management planning policies and regulations and accelerating funding and implementation of reach-scale plans.

Strategy 06: Fish Passage Barriers - Address fish passage barriers and reopen salmon habitat by accelerating strategic planning and sequenced implementation of projects.

Strategy 20: Climate Adaptation and Resilience - Integrate climate adaptation and resilience into all strategies to protect and restore ecosystems and human wellbeing.

Strategy B: Strategic Leadership and Collaboration - Promote strategic leadership and collaboration to support Puget Sound recovery.

Outcome 1.3. Restore natural flows, fish passage, flooding, and tidal inundation to freshwater and marine systems by removing structural barriers or altering their management (including from major infrastructure)

Outcome 1.4. Restore habitat and habitat-forming processes to support biological communities

Outcome 1.5. Restore natural hydrology and sustain water resources for people, fish, and wildlife by reducing peak flood flows and maintaining or increasing low flows caused by land conversion and development

Outcome 4.3. Increase the resilience of the Puget Sound ecosystem (including habitats, water resources, species, and humans) and recovery efforts by adapting to changing climate and ocean conditions when conducting protection and restoration activities.

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Project 4: Cowling Creek Preserve Salmon Habitat Restoration Feasibility and Design

Strategy 06: Fish Passage Barriers - Address fish passage barriers and reopen salmon habitat by accelerating strategic planning and sequenced implementation of projects.

Strategy 20: Climate Adaptation and Resilience - Integrate climate adaptation and resilience into all strategies to protect and restore ecosystems and human wellbeing.

Outcome 1.3. Restore natural flows, fish passage, flooding, and tidal inundation to freshwater and marine systems by removing structural barriers or altering their management (including from major infrastructure)

Outcome 1.4. Restore habitat and habitat-forming processes to support biological communities

Climate Change

Project 1: Fish Passage Barrier Prioritization

Culverts and other artificial structures (e.g., weirs and dams) that prevent fish from accessing habitat may have even greater impacts under climate change because fish will need to access a diversity of habitats including cooler water during summer (i.e., “cold water refugia”) and calmer water during winter high flows to avoid being flushed downstream into less suitable habitats. Removal of culverts and other passage barriers will therefore provide greater resilience for salmonids under future climate change. For this reason, the reconnection of habitats blocked by migration barriers is considered one of the most effective long-term strategies against climate change (Beechie et al. 2013). In addition, access to a variety of different habitats, notably cooler waters, may be important in helping native salmonids avoid warm water predator fish under climate change. Therefore, a comprehensive assessment of fish barriers and prioritization for their removal in our focal watersheds is critical to developing habitat restoration and species recovery strategies.

Project 2: Bulkhead Removal Feasibility and Design

The removal of armor (bulkheads, seawalls, revetments, etc.) along the Puget Sound shoreline builds resilience for nearshore ecosystems as sea level rise (SLR) from climate change accelerates in the coming decades. As SLR occurs the shoreline will likely erode and recede (i.e., move landward) in many locations, including many beaches and bluffs, and increased flooding is projected in low-elevation areas such as marshes (Miller et al. 2022). The location of this bulkhead removal project is along a depositional beach adjacent to a coastal embayment and marsh system. If a bulkhead were to remain in place at this location, sea level rise would likely deepen habitat adjacent to the bulkhead and potentially transport finer sediment downdrift of the site, narrowing and coarsening the beach (sometimes referred to as coastal “squeeze”) resulting in less suitable habitat for surf smelt and sand lance spawning. Sea level rise would also likely reduce shallow nearshore habitat preferred by juvenile salmon.

Removal of the bulkhead would provide additional space for upper beach habitat restoration and formation and support sediment transport and depositional processes at the site as sea level rise increases.

Project 3: Gorst Creek Fish Passage and Restoration Feasibility and Design

Improving fish passage in Gorst Creek will allow more salmonids to access habitats further upstream in the watershed, including within Parish, Heins, and Jarstad creek tributaries. The reconnection of habitats

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blocked by migration barriers is considered one of the most effective long-term strategies against climate change (Beechie et al. 2013). Stream temperature data collected by the Suquamish Tribe during summer months in both Gorst and Heins creeks for the past 20 years shows that both streams remain unusually cool and maintain good flow throughout the warmest months, suggesting that these streams may be cold water “refugia” under future climate change conditions, particularly for coho salmon and ESA-listed steelhead. Gorst Creek is considered one of the 6 “Tier 1” watersheds supporting steelhead recovery in the East Kitsap area. The restoration of riparian vegetation (adding shade), floodplain connectivity, and channel complexity within the 1,000 ft reach will also afford climate resilience to salmonids in the mainstem of Gorst Creek.

Project 4: Cowling Creek Preserve Salmon Habitat Restoration Feasibility and Design

The removal of multiple artificial fish passage barriers on Cowling Creek and the north fork of Cowling Creek would vastly improve fish access to the middle and upper parts of the watershed. The reconnection of habitats blocked by migration barriers is considered one of the most effective long-term strategies against climate change (Beechie et al. 2013). Several of the fish barriers within the Cowling Creek Preserve are at least partially the result of undersized or overly narrow structures for the size of the channel. Removing these structures altogether, or if necessary to maintain access, replacing them with much wider spans (e.g., bridges) will better accommodate peak flow events that are expected to increase in magnitude and frequency under some climate change projections of more intense rainfall. In addition, there are opportunities to remove streambank armor and associated fill to allow greater lateral channel connectivity and more natural sediment and wood transport processes in the lower reach of Cowling Creek. These habitat improvements will also afford aquatic ecosystem resilience under climate change.

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WORKPLAN DESCRIPTION –**Project 1: Fish Passage Barrier Prioritization****Task FB1: Fish barrier field assessment and data analysis**

This project and task FB1 specifically continues the fish barrier assessment project that began under FY-19 funding. As described above, the number of culverts assessed under FY-19 (about 300) far exceeded our initial projections. In addition, we have been able to cover additional watersheds that we did not anticipate in our initial planning, which gives this project added value for the East Kitsap region as a whole. As described in the FY-19 Work Plan, we will use Washington Department of Fish and Wildlife (2019) to assess passability of about 50 culverts and other structures, with a priority on documented fish-bearing streams (F streams) in East Kitsap. Under this task, we will continue to use the Quality Assurance Project Plan (QAPP) for fish barrier assessments (both Level A and Level B) that was developed under the FY-19 funding (Suquamish Tribe 2022). As part of the FB1 task, we will seek permission from private landowners to gain access to private stream crossings and other potential barrier locations, and continue to coordinate with local governments on accessing stream crossing structures for conducting assessments on public roads.

Outputs: Data will be entered into database for analysis per the QAPP and a fish barrier field assessment report summarizing field activities, data collected, and status of crossing structures surveyed will be completed.

Task FB2: Develop and apply a prioritization strategy for fish passage restoration in East Kitsap.

Based on results from Task FB2, and combined with previously known data on fish barrier passability, we will work with local and State restoration partners (e.g., West Sound Partners for Ecosystem Recovery) to develop and apply a prioritization for removal of the barriers across East Kitsap. The prioritization will draw on elements from existing prioritization methods, with possible modifications to account for habitat and/or species of particular concern in the East Kitsap area.

Outputs: GIS maps and summarized lists of priorities for fish passage barrier removal in East Kitsap

Task FB3: Development of a brief technical report that summarizes the results and key findings of the barrier assessment and prioritization in East Kitsap.

Outputs: Draft and final technical report

Project 1 Deliverables: Final brief technical report summarizing the findings of the assessment and prioritization of fish barrier removal in East Kitsap watersheds.

Project 1 Outcomes: Overall outcomes from this project include the necessary baseline information for the Suquamish Tribe and its restoration partners for evaluating progress toward achievement of habitat recovery goals for ESA-listed steelhead and other salmon populations in these watersheds. Reconnecting habitat blocked by fish passage barriers is identified as a major stressor for steelhead in the East Kitsap Steelhead DIP. The impacts to chum and coho salmon will also be addressed by prioritizing the removal of fish passage barriers.

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Information from this assessment and prioritization will support the Suquamish Tribe and its partners in pursuing feasibility, design, and implementation of high priority fish passage removal projects in East Kitsap watersheds.

Other outcomes include the restoration of fish passage in watersheds by removing structural barriers; restoration of habitat and habitat-forming processes to support biological communities; and increasing the resilience of ecosystems (including habitats, water resources, species, and humans) and recovery efforts by adapting to changing climate and conditions when conducting protection and restoration activities.

Project 2: Bulkhead Removal Feasibility and Design

Task BH1: Solicit bids and secure a contractor for feasibility and design

The Tribe will sub-contract with the Kitsap Shore Friendly (KSF) program that will lead the procurement process in soliciting and contracting for restoration feasibility and design services.

Outputs: Request for proposal (RFP). Scope of work and budget for contractual services.

Secure Contractor.

Task BH2: Develop Feasibility and Evaluate Design Alternatives

This task involves assessing all relevant background information and conducting baseline surveys (including field visits) needed to support a design alternatives analysis, potentially including but not limited to topographic, cultural resources, geologic, geotechnical surveys, wind/wave energy, and sea level rise modeling. This is the primary task where project design alternative benefits and constraints will be identified and evaluated. This task will involve coordinating with contractor, Kitsap Shore Friendly and landowner at all major steps and decisions.

Outputs: Alternatives analysis and cost estimates

Deliverables: Feasibility and alternatives analysis technical report, CAD drawings of design alternatives

Task BH3: Develop Basis of Design/30% and 60/90% designs

This task uses the Alternatives Analysis (Task BH2) to develop the 30% design and Basis of Design (BOD) report for the recommended/preferred alternative. The 60% restoration design will be provided for a permit application. This task will involve coordinating with contractor, Kitsap Shore Friendly and landowner at all major steps and decisions.

Outputs: 30% and Basis of Design, including more refined cost estimate, and 60/90% designs

Deliverables: Basis of Design report, 60% and 90% design sheets and technical memoranda

Project 2 Outcomes: Outcomes include the restoration of shoreline and nearshore habitat and habitat-forming processes to support biological communities, particularly forage fish spawning habitat and juvenile salmon rearing habitat; increasing the resilience of the Puget Sound ecosystem (including habitats, water resources, species, and humans) and recovery efforts by adapting to changing climate and ocean conditions when conducting protection and restoration activities; and, engagement in and trust of Puget Sound environmental and natural resource governance is increased by working with willing private property owners in restoration.

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Project 3: Gorst Creek Fish Passage and Restoration Feasibility and Design

Task GC1: Develop Scope of Work

The Tribe will work with City of Bremerton to develop a Scope of Work including limits of project area, constraints, and major restoration objectives. The Tribe will follow standard procurement procedures in soliciting bids and selecting contractor for restoration feasibility and design services.

Outputs: Request for proposal (RFP). Scope of work and budget for contractual services.
Secure Contractor.

Task GC2: Develop Feasibility and Alternatives Analysis report

This task involves assessing all relevant background information and conducting baseline surveys (including field visits) needed to support a design alternatives analysis, potentially including but not limited to topographic, cultural resources, property boundary, utilities, geologic, soils, geomorphic, hydrology, hydraulic, and geotechnical surveys and modeling. This is the primary task where project design alternative benefits and constraints will be identified and evaluated. This task will involve coordinating with contractor and City of Bremerton at all major steps and decisions.

Outputs: Survey and assessment information and data to inform feasibility and alternatives analysis and cost estimates

Deliverables: Feasibility and Alternatives Analysis report

Task GC3: Develop 30% design

This task uses the Feasibility and Alternatives Analysis (Task GC2) to develop the 30% design and Basis of Design (BOD) report for the recommended/preferred alternative.

Outputs: 30% design

Deliverables: 30% design and Basis of Design report, including drawings and specifications

Project 3 Outcomes include the restoration of fish passage and floodplain processes to lower Gorst Creek by removing structural barriers or altering their management (including from major infrastructure); restoration of habitat and habitat-forming processes to support biological communities, in particular salmonid spawning, rearing, and migration habitat; and increasing the resilience of the Puget Sound ecosystem (including habitats, water resources, species, and humans) and recovery efforts by adapting to changing climate when conducting protection and restoration activities.

Project 4: Cowling Creek Preserve Salmon Habitat Restoration Feasibility and Design

Task CC1: Develop Scope of Work/Secure Contractor

The Tribe will work with Great Peninsula Conservancy to develop a Scope of Work, including major restoration objectives. The Tribe will follow standard procurement procedures in soliciting bids and selecting a contractor for restoration feasibility and design services.

Outputs: Scope of Work and estimated budget. Request for proposal (RFP). Scope of work and budget for contractual services. Secure a contractor.

Task CC2: Develop Feasibility and Alternatives Analysis report

This task involves assessing all relevant background information and conducting baseline surveys (including field visits) needed to support a design alternatives analysis, potentially including but not limited to topographic, cultural resources, property boundary, utilities, geologic, soils,

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geomorphic, hydrology, hydraulic, and geotechnical surveys and modeling. This is the primary task where project design alternative benefits and constraints will be identified and evaluated. This task will involve coordinating with contractor and Great Peninsula Conservancy at all major steps and decisions.

Outputs: Feasibility and Alternatives Analysis and cost estimates

Deliverables: Feasibility and Alternatives Analysis report

Task CC3: Develop 30%/Basis of Design and 60/90% designs

This task uses the Alternatives Analysis (Task CC2) to develop the 30% design and Basis of Design (BOD) report for the recommended/preferred alternative. The 60% restoration design will be provided for a permit application. This task will involve coordinating with contractor and Great Peninsula Conservancy at all major steps and decisions.

Outputs: 30%/Basis of Design and 60/90% designs

Deliverables: 30%/Basis of Design report and 60/90% designs, drawings and memoranda

Project 4 Outcomes: include the restoration of fish passage to the lower Cowling Creek watershed by removing structural barriers; and restoration of habitat and habitat-forming processes to support biological communities, in particular salmonid spawning, rearing, and migration habitat.

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Project 2 Timeline: Bulkhead Removal Feasibility and Design

TASK/MILESTONE	APR-JUN 2024	JUL-SEP 2024	OCT-DEC 2024	JAN-MAR 2025	APR-JUN 2025	JUL-SEP 2025	OCT-DEC 2025	JAN-MAR 2026	APR-JUN 2026	JUL-SEP 2026	OCT-DEC 2026	JAN-MAR 2027
TASK 1 Solicit bids/secure contractor												
TASK 2 Develop Feasibility (alternatives) and Basis of Design (BOD) report												
TASK 3 Develop Designs 30/60/90%												

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Project 3 Timeline: Gorst Creek Fish Passage and Restoration Feasibility and Design

TASK/MILESTONE	APR-JUN 2024	JUL-SEP 2024	OCT-DEC 2024	JAN-MAR 2025	APR-JUN 2025	JUL-SEP 2025	OCT-DEC 2025	JAN-MAR 2026	APR-JUN 2026	JUL-SEP 2026	OCT-DEC 2026	JAN-MAR 2027
TASK 1 Develop Scope of Work and Secure Contractor												
TASK 2 Develop Feasibility (alternatives) and Basis of Design (BOD) report												
TASK 3 Develop Designs 30/60/90%												

Project 4 Timeline: Cowling Creek Preserve Salmon Habitat Restoration Feasibility and Design

TASK/MILESTONE	APR-JUN 2024	JUL-SEP 2024	OCT-DEC 2024	JAN-MAR 2025	APR-JUN 2025	JUL-SEP 2025	OCT-DEC 2025	JAN-MAR 2026	APR-JUN 2026	JUL-SEP 2026	OCT-DEC 2026	JAN-MAR 2027
TASK 1 Develop Scope of Work and Secure Contractor												
TASK 2 Develop Feasibility (alternatives) and Basis of Design (BOD) report												
TASK 3 Develop Designs 30/60/90%												

BUDGET

Budget Summary for FY 2023 & 2024 Tribal Implementation Workplans

Category	Amount
Salaries	\$26,531
Fringe Benefits	\$8,491
Travel	\$163
Supplies	\$725
Communications / Utilities	\$
Equipment / Vehicle Rental	\$
Equipment / Vehicle Operations & Management	\$
Sub-contracts	\$694,330
Capitalized Equipment	\$
Professional Services	\$
Other (<i>describe if used</i>)	\$
Total Direct Costs	\$730,240
Indirect Costs (40.23%)	\$14,090
Grand Total	\$744,330

(Please round off costs to whole dollars)

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Project Delineated Budget for FY 2023 & 2024 Tribal Implementation Workplans

	Project 1: Fish Passage Barrier Prioritization	Project 2: Bulkhead Removal Feasibility and Design	Project 3: Gorst Creek Fish Passage and Restoration Feasibility and Design	Project 4: Cowling Creek Preserve Salmon Habitat Restoration Feasibility and Design	Total
Salaries	\$20,838	\$2,301	\$1,696	\$1,696	\$26,531
Fringe Benefits	\$6,668	\$737	\$543	\$543	\$8,491
Travel	\$72	\$9	\$72	\$10	\$163
Supplies	\$725	\$	\$	\$	\$725
Communications / Utilities	\$	\$	\$	\$	\$
Equipment / Vehicle Rental	\$	\$	\$	\$	\$
Equipment / Vehicle Operations & Management	\$	\$	\$	\$	\$
Sub-contracts	\$	\$100,000	\$374,330	\$220,000	\$694,330
Capitalized Equipment	\$	\$	\$	\$	\$
Professional Services	\$	\$	\$	\$	\$
Other <i>(describe if used)</i>	\$	\$	\$	\$	\$
Total Direct Costs	\$28,303	\$103,047	\$376,641	\$222,249	\$730,240
Indirect Costs (40.23%)	\$11,066	\$1,222	\$901	\$901	\$14,090
Grand Total	\$39,369	\$104,269	\$377,451	\$223,150	\$744,330

(Please round off costs to whole dollars)

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Task Delineated Budget for FY 2023 & 2024 Tribal Implementation Workplans

Project 1 Budget: Fish Passage Barrier Prioritization

	Task 1: Barrier Assessment/Data Analysis	Task 2: Develop and Apply Prioritization	Task 3: Final Report	Total
Salaries	8,122	7,985	4,731	\$20,838
Fringe Benefits	2,599	2,555	1,514	\$6,668
Travel	72			\$72
Supplies	725			\$725
Communications / Utilities				\$
Equipment / Vehicle Rental				\$
Equipment / Vehicle Operations & Management				\$
Sub-contracts				\$
Capitalized Equipment				\$
Professional Services				\$
Other (<i>describe if used</i>)				\$
Total Direct Costs	11,518	10,540	6,245	\$28,303
Indirect Costs (40.23%)	4,313	4,240	2,512	\$11,066
Grand Total	15,831	14,781	8,757	\$39,369

(Please round off costs to whole dollars)

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Project 2 Budget: Bulkhead Removal Feasibility and Design

	Task 1: Secure contractor	Task 2: Feasibility	Task 3: Design	Total
Salaries	1,696	605		\$2,301
Fringe Benefits	543	194		\$737
Travel		9		\$9
Supplies				\$
Communications / Utilities				\$
Equipment / Vehicle Rental				\$
Equipment / Vehicle Operations & Management				\$
Sub-contracts		35,000	65,000	\$100,000
Capitalized Equipment				\$
Professional Services				\$
Other <i>(describe if used)</i>				\$
Total Direct Costs	2,239	35,808	65,000	\$103,047
Indirect Costs (40.23%)	901	321		\$1,222
Grand Total	3,139	36,129	65,000	\$104,269

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Project 3 Budget: Gorst Creek Fish Passage and Restoration Feasibility and Design

	Task 1: Develop Scope of Work/Secure contractor	Task 2: Feasibility	Task 3: Design	Total
Salaries	1,696			\$1,696
Fringe Benefits	543			\$543
Travel		72		\$72
Supplies				\$
Communications / Utilities				\$
Equipment / Vehicle Rental				\$
Equipment / Vehicle Operations & Management				\$
Sub-contracts		115,000	259,330	\$374,330
Capitalized Equipment				\$
Professional Services				\$
Other (<i>describe if used</i>)				\$
Total Direct Costs	2,239	115,072	259,330	\$376,641
Indirect Costs (<i>insert rate</i>)	901			\$901
Grand Total	3,139	115,072	259,330	\$377,542

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Project 4 Budget: Cowling Creek Preserve Salmon Habitat Restoration Feasibility and Design

	Task 1: Develop Scope of Work/Secure contractor	Task 2: Feasibility	Task 3: Design	Total
Salaries	1,696			\$1,696
Fringe Benefits	543			\$543
Travel		10		\$10
Supplies				\$
Communications / Utilities				\$
Equipment / Vehicle Rental				\$
Equipment / Vehicle Operations & Management				\$
Sub-contracts		60,000	160,000	\$220,000
Capitalized Equipment				\$
Professional Services				\$
Other <i>(describe if used)</i>				\$
Total Direct Costs	2,239	60,010	160,000	\$222,249
Indirect Costs (40.23%)	901			\$901
Grand Total	3,139	60,010	160,000	\$223,150

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BUDGET NARRATIVE**Project 1: Fish Passage Barrier Prioritization**

The proposed budget for Project 1 is based on previous project costs (funded under FY19) that involve requesting permission from private landowners to access sites, conduct field assessments for fish passability of approximately 50 culvert and other artificial stream crossings, including Level A and Level B measurements, data management and analysis, development and application of a prioritization tool/strategy for all fish barriers in East Kitsap, and final report and map development.

Project 2: Bulkhead Removal Feasibility and Design

The proposed budget for Project 2 is based on recent projects of similar scale and type under the Kitsap Shore Friendly program. Most of the budget will be sub-contracted with the Kitsap Shore Friendly Program (Kitsap County).

Note: Tribal staff time will cover preparing RFP, soliciting competitive bids for contractors, and interviewing contractors. Tribal staff will use another funding source(s) for coordination with tribal partners and review of restoration feasibility and design products and deliverables.

Project 3: Gorst Creek Fish Passage and Habitat Restoration Feasibility and Design

The proposed budget for Project 3 is based on projects of similar scale and type in Kitsap County and feedback from City of Bremerton staff. All of the budget will be sub-contracted.

Note: Tribal staff time will cover preparing RFP, soliciting competitive bids for contractors, and interviewing contractors. Tribal staff will use another funding source(s) for coordination with tribal partners and review of restoration feasibility and design products and deliverables.

Project 4: Cowling Creek Preserve Salmon Habitat Restoration Feasibility and Design

The proposed budget for Project 4 is based on projects of similar scale and type in Kitsap County, and the experience of Suquamish staff biologists. All of the budget will be sub-contracted.

Note: Tribal staff time will cover preparing RFP, soliciting competitive bids for contractors, and interviewing contractors. Tribal staff will use another funding source(s) for coordination with tribal partners and review of restoration feasibility and design products and deliverables.

Salaries:

Salary is computed based on the following Suquamish Tribe personnel, estimated salaries, and rounding of FTEs (note: these figures do not include fringe or indirect costs):

Project 1: Fish Passage Barrier Prioritization

Salmon Recovery Biologist: \$88,171, roughly 0.06 FTE (2 years) = \$10,174

Field Biologist 1: \$53,290, roughly 0.06 FTE (2 years) = \$6,405

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Field Biologist 2: \$47,174, roughly 0.05 FTE (2 years) = \$4,990

Project 2: Bulkhead Removal Feasibility and Design

Salmon Recovery Biologist: \$88,171, roughly 0.02 FTE = \$1,696

Tribal Historic Preservation Officer: 12 hours * \$40 (hourly wage) = \$480

Archaeologist: 4 hours * \$31.25 (hourly wage) = \$125

Project 3: Gorst Creek Fish Passage and Habitat Restoration Feasibility and Design

Salmon Recovery Biologist: \$88,171, roughly 0.02 FTE = \$1,696

Project 4: Cowling Creek Preserve Salmon Habitat Restoration Feasibility and Design

Salmon Recovery Biologist: \$88,171, roughly 0.02 FTE = \$1,696

Fringe Benefits:

Fringe benefit expenses are 32% of salary.

Travel:

\$163 for personal vehicle travel (at \$0.67/mile). Cost based on projects of similar scope.

Project 1: Fish Passage Barrier Prioritization to culvert assessment sites across the East Kitsap area (\$72),

Project 2: Bulkhead Removal Feasibility and Design to the bulkhead removal site (\$9) near Suquamish

Project 3: Gorst Creek Fish Passage and Habitat Restoration Feasibility and Design Gorst Creek site visits (\$72)

Project 4: Cowling Creek Preserve Salmon Habitat Restoration Feasibility and Design Cowling Creek site visits (\$10)

Supplies:

Project 1: Fish Passage Barrier Prioritization \$725 for fish barrier assessment field supplies (estimated costs from online searches).

Fish Barrier Assessment supplies:

1 pair waders: \$280

1 pair wading boots: \$140

2 pairs waterproof pants/bibs: \$190

2 pairs waterproof jacket: \$60

50m measuring tape: \$55

Communications/Utilities:

Not applicable

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Equipment/Vehicle Rental:

Not applicable

Equipment/Vehicle Operation & Maintenance:

Not applicable

*Sub-Contracts:***Project 1: Fish Passage Barrier Prioritization** – Not applicable**Project 2: Bulkhead Removal Feasibility and Design**

The Tribe will contract with the Kitsap Shore Friendly (KSF) Program (Kitsap County) to develop feasibility and design of bulkhead removal and shoreline restoration at a private shoreline residence near Point Bolin in Kitsap County. The KSF Program is one of several “Shore Friendly” programs operating in the Puget Sound region at the county level. The KSF Program specializes in engaging with willing marine shoreline landowners and identifying options for removing hard armoring and restoring nearshore habitat for the benefit of ecosystem processes and functions. In doing so, KSF builds a trust with landowners that serves to both empower and educate individual landowners and sometimes adjacent property owners, giving them a stake in the restoration of Puget Sound. The KSF Program has extensive experience working with shoreline landowners in Kitsap County and managing similar restoration projects over the past several years. The cost estimate for project 2 (Bulkhead removal) is based on similar project designs during the past 1-2 years in the Kitsap region.

Project 3: Gorst Creek Fish Passage and Habitat Restoration Feasibility and Design

The Tribe will use its procurement policy process to solicit bids from qualified firms, organizations, or individuals. Communications with contractors will occur primarily via email with additional coordination via remote, in person, and/or site visits on an as needed basis. Cost estimate for project 3 is based on the scale and complexity of the project and consultation with City of Bremerton staff.

Contract tasks will involve assessing all relevant background information and conducting baseline surveys (including field visits) needed to support a design alternatives analysis, potentially including but not limited to topographic, cultural resources, property boundary, utilities, geologic, soils, geomorphic, hydrology, hydraulic, and geotechnical surveys and modeling. The Tribe will coordinate with the contractor and City of Bremerton at all major steps and decisions.

Project 4: Cowling Creek Preserve Salmon Habitat Restoration Feasibility and Design

The Tribe will use its procurement policy process to solicit bids from qualified firms, organizations, or individuals. Communications with contractors will occur primarily via email with additional coordination via remote, in person, and/or site visits on an as needed basis. Cost estimate for project 4 is based on the scale, complexity, and comparison with other restoration designs in recent years.

Contract tasks will involve assessing all relevant background information and conducting baseline surveys (including field visits) needed to support a design alternatives analysis, potentially including but not limited to topographic, cultural resources, property boundary, utilities, geologic, soils, geomorphic, hydrology, hydraulic, and geotechnical surveys and modeling. The Tribe will coordinate with the contractor and Great Peninsula Conservancy at all major steps and decisions.

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Capitalized Equipment:

Not applicable

Professional Services:

Not applicable

Other:

Not applicable

Indirect Costs:

Indirect costs are computed as $0.4023 \times (\text{salary} + \text{fringe})$, the Tribe's current (2023) federally approved indirect cost rate.

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PROJECT MANAGEMENT:

The overall Project Manager for these projects will be Steve Todd, Suquamish Tribe Salmon Recovery Biologist. Mr Todd has been managing several watershed assessment and salmon recovery plan projects and grants for the Suquamish Tribe for the past 13 years. The Project Manager will monitor all tasks, milestones, outputs, and deliverables, and will document all activities in regular progress FEATS reports, and is responsible for administering contracts.

Additional Suquamish staff who will be involved in projects under the FY23-24 grant include Field Biologists Hanna Brush and Theo Suver, Archaeologists Stephanie Trudel and Taylor Harriman, and Ecosystem Recovery Program Manager Alison O’Sullivan.

Hanna Brush and Theo Suver will be responsible for fish barrier assessments and data management, and assisting in development of the fish passage barrier prioritization tool (Project 1). Ms. Brush and Mr. Suver each have approximately two years of experience in collecting and managing data related to fish passage barrier assessments using the 2019 WDFW methodology.

Alison O’Sullivan and Steve Todd will be responsible for review of habitat restoration (including fish passage) feasibility and design for Projects 2, 3, and 4. Ms. O’Sullivan has 30 years of experience in environmental and fish passage review. Both O’Sullivan and Todd will use other funding sources for their feasibility and design review.

Stephanie Trudel and Taylor Harriman will be responsible for review of restoration project feasibility and design, including necessary site visits (project 2 – Bulkhead Removal Feasibility and Design).

Stephanie Trudel, Suquamish Tribal Historic Preservation Officer (THPO), has over 20 years of experience working as an archaeologist in the Pacific Northwest. Trudel is a knowledgeable professional in all aspects of a cultural resource assessment, including pedestrian survey, controlled subsurface excavation and testing, archaeological construction monitoring, background research, project management, and technical report writing. In her role as THPO, Trudel advises and assists federal and state agencies, counties, and local governments to carry out historic preservation responsibilities under Section 106 of the National Historic Preservation Act, Washington State Executive Order 21-02, the Washington State Environmental Policy Act, and other applicable laws and regulations.

Taylor Harriman, Suquamish Archaeologist, has over 10 years of experience working as an archaeologist in the Pacific Northwest. Harriman has conducted and assisted with numerous cultural resource inventories including pedestrian and subsurface survey, as well as data recovery, for a wide range of development projects. Harriman has conducted thousands of hours of construction site monitoring, assisted with historic properties management plan (HPMP) implementation, as well as worked with various federal, state, tribal, and local agencies to author or co-author numerous technical reports.

23.24EPA PSP436 – ATTACHMENT #1

LOCAL COORDINATION AND PROJECT COOPERATORS:

For Project 1 (Fish Barrier Prioritization), the Tribe will continue to coordinate with the WDFW on Fish Barrier Assessment methodology and specifically on data transfer to the WDFW Fish Passage Program. The Tribe expects to coordinate and collaborate extensively with local restoration partners in particular in the development and implementation of a fish passage prioritization tool or strategy for East Kitsap (West Sound). These recovery partners will likely include Mid Sound Fisheries Enhancement Group, WDFW, Kitsap County and other active organizations in the West Sound Partners for Ecosystem Recovery (WSPER), which represents the salmon recovery lead entity and the Puget Sound Recovery LIO for the West Sound (and East Kitsap).

For Project 2, the Tribe will coordinate with the Kitsap Shore Friendly (KSF) program (Kitsap County) and a private shoreline landowner. The Tribe will sub-contract with KSF to develop feasibility and design for bulkhead removal and shoreline restoration.

For projects 3 and 4, the Tribe will use contractors selected through its procurement policy process to develop restoration feasibility and design, and reporting.

For Project 3, the Tribe will coordinate with the City of Bremerton, and for Project 4, the Tribe will coordinate with the Great Peninsula Conservancy as well as potentially other organizations. During subsequent restoration implementation phases of each of these projects the Tribe anticipates coordinating with additional project partners through the WSPER project vetting process.

TECHNICAL REVIEW:

The Tribe intends to solicit local review by the West Sound Partners for Ecosystem Recovery (WSPER) lead entity technical advisory group (TAG) for the Fish Barrier Prioritization project. In addition, the Tribe will consider submitting reports for peer-reviewed literature and, if so, will follow the Peer Review Terms and Conditions.

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are 4P - 02J12201 - 0 Page 10 addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

SEVERABILITY:

These are 'stand alone' projects with outputs and deliverables all funded within the FY 2023-2024 work plan. Potential funding sources for implementing restoration projects that follow projects 2, 3, and 4 in particular are currently unknown, but likely will include federal and/or state salmon habitat restoration/recovery, infrastructure funding, or other sources.

23.24EPA PSP436 – ATTACHMENT #1

AGRICULTURAL LANDS RIPARIAN BUFFERS: SEE APPENDIX E IN RFP

Not applicable

NON-DUPLICATION:

If using these funds to participate in a larger project, or similar work by another entity, briefly explain how you will ensure that the work included in the workplan will not duplicate any activities supported by other federal funding.

REFERENCES:

Beechie et al. 2013. Restoring Salmon Habitat for a Changing Climate. River Research and Applications 29: 939–960.

Miller, I., Faghin, N., and Fishman, S. 2022. Sea Level Rise and Management Options for Washington’s shorelines. A collaboration of Washington Sea Grant and the Washington Department of Ecology. Prepared for the Washington Coastal Resilience Project.

NWIFC. 2020. State of Our Watersheds Report: A Report by the Treaty Tribes in Western Washington. Olympia, WA: Northwest Indian Fisheries Commission, Salmon and Steelhead Habitat Inventory and Assessment Program (SSHIAP).

Suquamish Tribe 2022. East Kitsap Fish Barrier Inventory, Assessment, and Prioritization Quality Assurance Project Plan (QAPP). Prepared by Steve Todd and Tom Ostrom. EPA Grant No. 19 PSP436. Suquamish, WA.

ATTACHMENT #2: BUDGET***SUQUAMISH TRIBE******PROJECT #23.24EPA PSP436***

SALARIES	\$ 26,531.00
FRINGE BENEFITS	\$ 8,491.00
TRAVEL	\$ 163.00
SUPPLIES	\$ 725.00
COMMUNICATIONS/UTILITIES	\$ -
EQUIPMENT/VEHICLE RENTAL	\$ -
EQUIPMENT/VEHICLE O&M	\$ -
SPACE COSTS	\$ -
INSURANCE	\$ -
SUBCONTRACTS	\$ 694,330.00
CAPITALIZED EQUIPMENT	\$ -
PROFESSIONAL SERVICES	\$ -
INDIRECT COSTS	\$ 14,090.00
TOTAL	<u><u>\$ 744,330.00</u></u>

ATTACHMENT #3

FY23-24

4P-02J12201 - 2

Administrative Conditions

General Terms and Conditions

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.

These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtfrc-grants@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): davidson.lacey@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: david.herrick@epa.gov
- Administrative questions and issues: thomas.felicia@epa.gov
- Quality Assurance documents, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, workplan revisions, equipment lists, programmatic reports and deliverables: chang.lisa@epa.gov

B. Contingent Funding

EPA is funding this agreement incrementally. There is no guarantee of funding beyond the first year. The **Total Approved Assistance Amount** identified on Line 12 of the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If EPA informs the recipient that the amount on Line 12 will be reduced, the recipient agrees to provide an updated workplan and budget information, as needed, to amend the agreement.

C. Tribal Council Costs

With regard to payments to members of the Tribal Council, 2 CFR 200.444, provides that general costs of government are unallowable, and subparagraph (a)(2) specifically includes in this prohibition salaries and expenses of tribal councils whether incurred for purposes of legislation or executive direction.

At the same time, however, the guidance includes other provisions which may or may not allow payment of grant funds to Council members:

(a) 2 CFR 200.422 Advisory Councils – Costs incurred by advisory councils or committees are unallowable unless authorized by statute or the awarding agency.

(b) 2 CFR 200.459 Professional Service Costs – Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the governmental unit, are allowable.

(c) 2 CFR 200.432 Conferences – Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the awarding agency.

(d) 2 CFR 200.444(b) General Costs of Government – For federally recognized Indian tribal governments, the portion of salaries and expenses directly attributable to managing and operating Federal programs by the chief executive and his or her staff is allowable.

Any costs pertaining to the Tribal Council must be in accordance with 2 CFR Part 200, Subpart E and the terms of this award. The recipient should refer to the entire paragraphs cited above and 2 CFR Part 200 in its entirety, 2 CFR Part 1500 and 40 CFR Part 35, as applicable, for additional requirements because the passages above are excerpts only, and other provisions could affect the allowability of costs. In accordance with 2 CFR 200.403, costs charged to the grant must be adequately documented. The recipient agrees to keep documentation as to how any Tribal Council costs charged to this grant fit with the above mentioned paragraphs and how the costs relate to the work plan components.

D. Expired (or Expiring) Indirect Cost Rate Agreement (also listed in General Terms and Conditions)

The indirect cost rate agreement on file with EPA expired **9/30/2023**. In order to charge for indirect costs beyond that date, EPA must have a copy of a current approved agreement. Please note that funds may not be drawn down for indirect cost without a current, approved rate in place.

Please send the indirect cost rate documentation via email to herrick.david@epa.gov or by mail to EPA Region 10, Grants Unit, 1200 Sixth Avenue, Suite 155, Mail code: 14-D12, Seattle, WA 98101.

Programmatic Conditions

Programmatic Terms and Conditions: 9/2023

A. Semi-Annual Performance Reports

The recipient shall submit performance reports every six (6) months during the life of the project. Reports are due 30 calendar days after the end of each reporting period. Reports shall be submitted to the EPA Project Officer and may be provided electronically.

In accordance with 2 CFR 200.328, as appropriate, the recipient agrees to submit performance reports that include brief information on each of the following areas:

1. a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
2. the reasons why established goals were not met, if appropriate;
3. additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the recipient shall immediately notify the EPA Project Officer of developments that have a significant impact on the award-supported activities. As appropriate, the recipient agrees to inform the EPA Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

The recipient will submit performance reports through EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS). Reports are due 30 calendar days after the end of each reporting period. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted to the EPA Project Officer on the FEATS form provided by the Project Officer and shall be submitted by electronic mail. The recipient agrees to submit performance reports that include brief information on each of the following areas:

1. a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
2. the reasons for slippages if established outputs/outcomes were not met;
3. additional pertinent information, including when appropriate, analysis and information of cost
4. overruns or high unit costs.

B. Final Performance Report

The recipient shall submit a final performance report through FEATS, which is due 120 calendar days after the expiration or termination of the award. The report shall be submitted to the EPA Project Officer and must be provided electronically. The report shall generally contain the same information as in the

periodic reports, but should cover the entire project period. After completion of the project, the EPA Project Officer may waive the requirement for a final performance report if the EPA Project Officer deems such a report is inappropriate or unnecessary.

C. Program Income – Addition

If program income is generated, the recipient is required to account for program income related to this project. Program income earned during the project period shall be retained by the recipient and shall be added to funds committed to the project by EPA and the recipient, and shall be used to further eligible project objectives.

D. Information Collection Requirements

EPA and the recipient agree to comply with the requirements of the Paperwork Reduction Act in completing the project. Because the scope of work includes a survey, a questionnaire or similar information-gathering activity, the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 *et seq.*), requires EPA to obtain Office of Management and Budget (OMB) clearance prior to the recipient's collection of information by means of identical questions posed to 10 or more persons. The recipient will provide to the EPA Project Officer the following information: (1) description of the information to be collected; (2) explanation of the need for the information; and (3) to whom the survey is being directed.

E. Recognition of EPA Funding

Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement 4P-02J12201 to Northwest Indian Fisheries Commission. 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."

F. EPA's Substantial Involvement

EPA will be substantially involved in this project by participating in the following activities: (1) Within the first nine months of the project, EPA reserves the right to negotiate work plan and budget; (2) monitor the project management and execution throughout the assistance agreement's project and budget period; (3) provide technical assistance and coordination as requested or needed by the recipient; and (4) review and approve technical deliverables, including 30-day pre-award review of sub-award agreements to ensure consistency with the collaborative intent of the National Estuary Program.

G. Quality Assurance Requirements (2 CFR 1500.11)

Acceptable Quality Assurance documentation must be submitted to the EPA Project Officer within the dates below or another date as negotiated with the EPA Project Officer. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the EPA Project Officer, in concert with the EPA Quality Assurance Manager, has approved the quality assurance document. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website: <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>

Instructions to Submit Quality Assurance Documents for Review

Grantees must submit the quality assurance project plan (QAPP) to his/her EPA Project Officer and the EPA Project Officer forwards the new/revised QAPP to "R10 QA Support" via internal email group.

R10 Quality Assurance Team Contact: Cindy Fields (fields.cindy@epa.gov).

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement the Quality Assurance (QA) planning documents in accordance with this term and condition; and ensure sub-award recipients implement all applicable approved QA planning documents.

1. Quality Management Plan (QMP)

a. Prior to beginning environmental information operations, the recipient must:

i. Submit a previously EPA-approved and current QMP.

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

b. The recipient must submit the QMP within 60 days after grant award.

c. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's [Quality Management Plan \(QMP\) Standard](#).

2. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

i. Submit a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.

or

- i. Provide EPA a copy of the recipient-approved QAPP if the recipient has an EPA-approved Quality Management Plan and a current EPA delegation to review and approve QAPPs.
- b. The recipient must submit the QAPP 90 days after grant award, and/or no more than 180 days after grant award.
- c. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.
- d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur.

For Reference:

- Quality Management Plan (QMP) Standard and EPA's Quality Assurance Project Plan (QAPP) Standard contains quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- EPA QA/G-5: Guidance for Quality Assurance Project Plans.
- EPA's Quality Program website has a list of QA managers, and Non-EPA Organizations Quality Specifications.
- The Office of Grants and Debarment Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance.

H. Annual Conferences

The recipient may attend one or more appropriate conferences each year, which may be within the Puget Sound region. The specific conferences will be determined in consultation with the EPA Project Officer. The purpose of this requirement is to provide recipients with opportunities to learn about and benefit from other relevant initiatives and programs that relate to the funded work; to exchange information about their funded work with organizations that may benefit from their experience; and generally to raise awareness within the Puget Sound, Salish Sea, and large aquatic ecosystem protection and restoration communities of the funded work. Example of potentially relevant conferences include, but are not limited to, the biennial Salish Sea Ecosystem Conference (<https://wp.wvu.edu/salishseaconference/>) and local or regional meetings of Tribal, professional, scientific, or other relevant associations. Specific conferences will depend on the nature of the work proposed. Recipient will be allowed to use award funds to pay for travel and lodging. Recipient should include anticipated costs for attending conferences in their proposed budget.

I. Peer Review

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the

funded study.

J. Competency of Organizations Generating and/or Using Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

Federal Assistance Agreement Funds Up to \$200,000. Recipient agrees that if the total federal funding obligated on this award exceeds \$200,000 (resulting from subsequent amendments to this agreement) and will involve the use or generation of environmental data it will (unless it has otherwise done so) demonstrate competency prior to carrying out any activities involving the generation or use of environmental data under this agreement.

Federal Assistance Agreement Funds Exceed or Expect to Exceed \$200,000. Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable. Recipient agrees to submit documentation and demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data.

R10 Quality Assurance Team Contact: Cindy Fields (fields.cindy@epa.gov).

K. WQX Requirement (Updated STORET Condition – Water Quality Exchange Replaces STORET)

Recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the Water Quality Portal (WQP) using either WQX or WQX web. Water quality data appropriate for the Water Quality Portal (WQP) include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the Water Quality Portal structure. WQX web is a web based tool to convert data into the WQX format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the Water Quality Portal, including tutorials, can be found at <https://www.epa.gov/waterdata/water-quality-data-wqx>

If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible (in the Water Quality Portal or some other database). Recipients are encouraged to develop a cross walk between any non-WQX database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

L. Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date - April 16, 2013), or the October 28, 2013 guidance. Grantees shall confirm in writing projects' consistency with the recommendations referenced above. When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area o support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the grantee must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

M. International Travel (Including Canada) - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

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

N. Geospatial Data Standards

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

O. ULO Stretch Goal

Recipients of EPA assistance agreements that include sub-awards in the approved work plan should manage their programs and sub-award funding in ways that reduce the length of time that federal funds obligated and committed to sub-award projects are "unspent" federal funds, not yet drawn down through disbursements to sub-award recipients.

EPA encourages the reduction of these unliquidated obligations (ULOs) by applying the following programmatic term and condition to these assistance agreements with subaward projects: The FY2022 Tribal Lead Organization award, and may apply to subsequent awards not yet identified. Assistance agreement recipients are to apply these "stretch" goals throughout the life of the assistance agreement and to confer with your EPA Project Officer whenever instances arise that make attainment of these stretch goals unlikely.

Tribal Implementation Lead Grant with Sub-awards ULO Stretch Goal

A stretch goal for utilization of funds for the Tribal Implementation Lead grant with subawards

is established. All funds should be spent by 3 years in order for incremental funding to be considered at levels otherwise available for the fourth year of the grant.

Stretch Goal:

Funds Awarded in FY2022 (October 1, 2021-September 30, 2022) Should all Be Drawn Down by September 2025

Funds Awarded in FY2023 (October 1, 2022-September 30, 2023) Should all Be Drawn Down by September 2026

Funds Awarded in FY2024 (October 1, 2023-September 30, 2024) Should all Be Drawn Down by September 2027

Funds Awarded in FY2025 (October 1, 2024-September 30, 2025) Should all Be Drawn Down by September 2028

Funds Awarded in FY2026 (October 1, 2025-September 30, 2026) Should all Be Drawn Down by award end date + 120 days.

P. Lobbying and Litigation - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

All Recipients.

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

ineligible for EPA sub-awards.

Q. Animal Subjects - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

Recipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20, 1985). The nine principles can be viewed at: <http://www.nal.usda.gov/awic/pubs/IACUC/vert.htm>. For additional information about the Principles, the recipient should consult the *Guide for Care and Use of Laboratory Animals*, prepared by the Institute of Laboratory Animal Resources, National Research Council and can be accessed at: <http://www.nap.edu/readingroom/books/labrats/>.

R. Copyrighted Material and Data - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of: the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

S. Model Programmatic Sub-award Reporting Requirement (GPI-16-01)

The recipient must report on its sub-award monitoring activities under 2 CFR 200.331(d).

Examples of items that must be reported if the pass-through entity has the information available are:

- Summaries of results of reviews of financial and programmatic reports.
- Summaries of findings from site visits and/or desk reviews to ensure effective sub-

recipient performance.

- Environmental results the sub-recipient achieved.
- Summaries of audit findings and related pass-through entity management decisions.
- Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.

T. Light Refreshments and/or Meals - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

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

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

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

Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT RECIPIENTS EXCLUDING STATE UNIVERSITIES:

If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and

200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

U. Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

V. Infrastructure Investment and Jobs Act (IIJA) Signage Required Term and Condition (Updated May 11, 2023)

This Term & Condition applies to (1) construction and infrastructure projects funded in whole or in part by

the Infrastructure Investment and Jobs Act (IIJA) and (2) construction and infrastructure projects funded in whole or in part by the Inflation Reduction Act.

1. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported under this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. Public or Media Events

EPA encourages the recipient to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

Administrative Conditions

1. National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions>

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

-Federal Financial Reports (SF-425): rlfc-grants@epa.gov

-MBE/WBE reports (EPA Form 5700-52A): bennett.andrea@epa.gov

-All other forms/certifications/assurances, Indirect Cost Rate Agreements, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: wasson.wendy@epa.gov

-Requests for Extensions of the Budget and Project Period, Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables, Amendment Requests, Requests for other Prior Approvals: chang.lisa@epa.gov

-Administrative questions and issues: bennett.andrea@epa.gov

B. Contingent Funding

EPA is funding this agreement incrementally. There is no guarantee of funding beyond the first year. The Total Approved Assistance Amount Identified on Line 12 of the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If EPA informs the recipient that the amount on Line 12 will be reduced, the recipient agrees to provide an updated workplan and budget information, as needed, to amend the agreement.

C. Tribal Council Costs

With regard to payments to members of the Tribal Council, 2 CFR 200.444, provides that general costs of government are unallowable, and subparagraph (a)(2) specifically includes in this prohibition salaries and expenses of tribal councils whether incurred for purposes of legislation or executive direction.

At the same time, however, the guidance includes other provisions which may or may not allow payment of grant funds to Council members:

(a) 2 CFR 200.422 Advisory Councils – Costs incurred by advisory councils or committees are unallowable unless authorized by statute or the awarding agency.

(b) 2 CFR 200.459 Professional Service Costs – Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the governmental unit, are allowable.

(c) 2 CFR 200.432 Conferences – Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the awarding agency.

(d) 2 CFR 200.444(b) General Costs of Government – For federally recognized Indian tribal governments, the portion of salaries and expenses directly attributable to managing and operating Federal programs by the chief executive and his or her staff is allowable.

Any costs pertaining to the Tribal Council must be in accordance with 2 CFR Part 200, Subpart E and the terms of this award. The recipient should refer to the entire paragraphs cited above and 2 CFR Part 200 in its entirety, 2 CFR Part 1500 and 40 CFR Part 35, as applicable, for additional requirements because the passages above are excerpts only, and other provisions could affect the allowability of costs. In accordance with 2 CFR 200.403, costs charged to the grant must be adequately documented. The recipient agrees to keep documentation as to how any Tribal Council costs charged to this grant fit with the above mentioned paragraphs and how the costs relate to the work plan components.

D. Expired (or Expiring) Indirect Cost Rate Agreement (also listed in General Terms and Conditions) (This duplicate administrative term and condition is being highlighted)

The indirect cost rate agreement on file with EPA expired 9/30/2022. In order to charge for indirect costs beyond that date, we must have a copy of a current approved agreement in our files. If you have an approved rate agreement please provide a copy. If you have not yet received an approval of an indirect cost rate from your cognizant agency, please submit a copy within 30 days of approval to the EPA Region 10. Note that you may not draw down funds for indirect costs without a current, approved rate in place.

Please send the indirect cost rate documentation via email to wasson.wendy@epa.gov or by mail to EPA Region 10, Grants Unit, 1200 Sixth Avenue, Suite 155, Mail code: 17-C04, Seattle, WA 98101.

Programmatic Conditions

NWIFC Tribal Lead Grants Programmatic Terms and Conditions: 6/2022

A. Semi-Annual Performance Reports

The recipient shall submit performance reports every six (6) months during the life of the project. Reports are due 30 calendar days after the end of each reporting period. Reports shall be submitted to the EPA Project Officer and may be provided electronically.

In accordance with 2 CFR 200.328, as appropriate, the recipient agrees to submit performance reports that include brief information on each of the following areas:

1. a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
2. the reasons why established goals were not met, if appropriate;
3. additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the recipient shall immediately notify the EPA Project Officer of developments that have a significant impact on the award-supported activities. As appropriate, the recipient agrees to inform the EPA Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

The recipient will submit performance reports through EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS). Reports are due 30 calendar days after the end of each reporting period. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted to the EPA Project Officer on the FEATS form provided by the Project Officer and shall be submitted by electronic mail. The recipient agrees to submit performance reports that include brief information on each of the following areas:

1. a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
2. the reasons for slippages if established outputs/outcomes were not met;
3. additional pertinent information, including when appropriate, analysis and information of cost
4. overruns or high unit costs.

B. Final Performance Report

The recipient shall submit a final performance report through FEATS, which is due 90 calendar days after the expiration or termination of the award. The report shall be submitted to the EPA Project Officer and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period. After completion of the project, the EPA Project Officer may waive the requirement for a final performance report if the EPA Project Officer deems such a report is inappropriate or unnecessary.

C. Program Income – Addition

If program income is generated, the recipient is required to account for program income related to this project. Program income earned during the project period shall be retained by the recipient and shall be added to funds committed to the project by EPA and the recipient, and shall be used to further eligible project objectives.

D. Information Collection Requirements

EPA and the recipient agree to comply with the requirements of the Paperwork Reduction Act in completing the project. Because the scope of work includes a survey, a questionnaire or similar information-gathering activity, the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 *et seq.*), requires EPA to obtain Office of Management and Budget (OMB) clearance prior to the recipient's collection of information by means of identical questions posed to 10 or more persons. The recipient will provide to the EPA Project Officer the following information: (1) description of the information to be collected, (2) explanation of the need for the information, and (3) to whom the survey is being directed.

E. Recognition of EPA Funding

Reports, documents, signage, videos, or other media developed as part of projects funded by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). 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."

F. EPA's Substantial Involvement

EPA will be substantially involved in this project by participating in the following activities: (1) Within the first nine months of the project, EPA reserves the right to negotiate work plan and budget; (2) monitor the project management and execution throughout the assistance agreement's project and budget period; (3) provide technical assistance and coordination as requested or needed by the recipient; and (4) review and approve technical deliverables, including 30-day pre-award review of sub-award agreements to ensure consistency with the collaborative intent of the National Estuary Program.

G. Quality Assurance Requirements (2 CFR 1500.11)

Acceptable Quality Assurance documentation must be submitted to the EPA Project Officer within 30 days of the acceptance of this agreement or another date as negotiated with the EPA Project Officer. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the EPA Project Officer, in concert with the EPA Quality Assurance Manager, has approved the quality assurance document. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website: <http://www.epa.gov/od/grants/assurance.htm>.

Instructions to Submit Quality Assurance Documents for Review

Grantees must submit the quality assurance project plan (QAPP) to his/her EPA Project Officer and the EPA Project Officer forwards the new/revised QAPP to "R10 QA Support" via internal email group.

Region 10 Quality Assurance Team Contact: Donald M. Brown at (206) 553-0717 or email: brown.donaldm@epa.gov.

H. Annual Conferences

The recipient may attend one or more appropriate conferences each year, which may be within the Puget Sound region. The specific conferences will be determined in consultation with the EPA Project Officer. The purpose of this requirement is to provide recipients with opportunities to learn about and benefit from other relevant initiatives and programs that relate to the funded work; to exchange information about their funded work with organizations that may benefit from their experience; and generally to raise awareness within the Puget Sound, Salish Sea, and large aquatic ecosystem protection and restoration communities of the funded work. Example of potentially relevant conferences include, but are not limited to, the biennial Salish Sea Ecosystem Conference (<https://wp.wvu.edu/salishseaconference/>); and local or regional meetings of Tribal, professional, scientific, or other relevant associations. Specific conferences will depend on the nature of the work proposed. Recipient will be allowed to use award funds to pay for travel and lodging. Recipient should include anticipated costs for attending conferences in their proposed budget.

I. Peer Review

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

J. Competency of Organizations Generating and/or Using Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

Federal Assistance Agreement Funds Up to \$200,000. Recipient agrees that if the total federal funding obligated on this award exceeds \$200,000 (resulting from subsequent amendments to this agreement) and will involve the use or generation of environmental data it will (unless it has otherwise done so) demonstrate competency prior to carrying out any activities involving the generation or use of environmental data under this agreement.

Federal Assistance Agreement Funds Exceed or Expect to Exceed \$200,000. Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable. Recipient agrees to submit documentation and demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data.

R10 Quality Assurance Team Contact: Cindy Fields (fields.cindy@epa.gov).

K. WQX Requirement (Updated STORET Condition – Water Quality Exchange Replaces STORET)

Recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the Water Quality Portal (WQP) using either WQX or WQX web. Water quality data appropriate for the Water Quality Portal (WQP) include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the Water Quality Portal structure. WQX web is a web based tool to convert data into the WQX format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the Water Quality Portal, including tutorials, can be found at <https://www.epa.gov/waterdata/water-quality-data-wqx>

If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible (in the Water Quality Portal or some other database). Recipients are encouraged to develop a cross walk between any non-WQX database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

L. Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date – April 16, 2013), or the October 28, 2013 guidance. Grantees shall confirm in writing projects' consistency with the recommendations referenced above. When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the grantee must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from

sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

M. International Travel (including Canada) - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

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

N. Geospatial Data Standards

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

O. ULO Stretch Goal

Recipients of EPA assistance agreements that include sub-awards in the approved work plan should manage their programs and sub-award funding in ways that reduce the length of time that federal funds obligated and committed to sub-award projects are "unspent" federal funds, not yet drawn down through disbursements to sub-award recipients.

EPA encourages the reduction of these unliquidated obligations (ULOs) by applying the following programmatic term and condition to these assistance agreements with subaward projects: The FY2022 Tribal Lead Organization award, and may apply to subsequent awards not yet identified. Assistance agreement recipients are to apply these "stretch" goals throughout the life of the assistance agreement and to confer with your EPA Project Officer whenever instances arise that make attainment of these stretch goals unlikely.

P. Tribal Implementation Lead Grant with Sub-awards ULO Stretch Goal

A stretch goal for utilization of funds for the Tribal Implementation Lead grant with subawards is established. All funds should be spent by 3 years in order for incremental funding to be considered at levels otherwise available for the fourth year of the grant.

Stretch Goal:

Funds Awarded in FY2022 (October 1, 2021-September 30, 2022) Should all Be Drawn Down by September 2025

Funds Awarded in FY2023 (October 1, 2022-September 30, 2023) Should all Be Drawn Down by September 2026

Funds Awarded in FY2024 (October 1, 2023-September 30, 2024) Should all Be Drawn Down by September 2027

Funds Awarded in FY2025 (October 1, 2024-September 30, 2025) Should all Be Drawn Down by September 2028

Funds Awarded in FY2026 (October 1, 2025-September 30, 2026) Should all Be Drawn Down by award end date + 120 days.

Q. Lobbying and Litigation (modified 3/29/16) - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

All Recipients.

i. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

ii. The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-recipients submit certification and disclosure forms accordingly.

iii. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

iv. Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under

Federal Awards.

v. Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA sub-awards.

R. Animal Subjects - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

Recipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20, 1985). The nine principles can be viewed at:

<http://www.nal.usda.gov/awic/pubs/IACUC/vert.htm>. For additional information about the Principles, the recipient should consult the *Guide for Care and Use of Laboratory Animals*, prepared by the Institute of Laboratory Animal Resources, National Research Council and can be accessed at: <http://www.nap.edu/readingroom/books/labrats/>.

S. Copyrighted Material and Data - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data

developed under this grant as a result of: • the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; • termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

T. Model Programmatic Sub-award Reporting Requirement (GPI-16-01)

The recipient must report on its sub-award monitoring activities under 2 CFR 200.331(d).

Examples of items that must be reported if the pass-through entity has the information available are:

- Summaries of results of reviews of financial and programmatic reports.
- Summaries of findings from site visits and/or desk reviews to ensure effective sub-recipient performance.
- Environmental results the sub-recipient achieved.
- Summaries of audit findings and related pass-through entity management decisions.
- Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.

U. Light Refreshments and/or Meals - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

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

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

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

Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include,

but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

V. Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements, and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

W. Eligibility to benefit from the grant project

The recipient of this award is an eligible intertribal consortium as defined in the solicitation for this award. An eligible intertribal consortium is one that demonstrates that: 1) a majority of its members meet the eligibility requirements for this program; 2) all members that meet the eligibility requirements authorize the consortium to apply for and receive the grant; and 3) only members that meet the eligibility requirements will benefit directly from the grant project and the consortium agrees to a grant condition to that effect. Accordingly, this term and condition requires that only consortium members that meet the eligibility requirements will benefit directly from the grant project.

END OF DOCUMENT



Northwest Indian Fisheries Commission

6730 Martin Way E., Olympia, Washington 98516-5540

Phone (360) 438-1180

www.nwifc.org

FAX # 753-8659

Unexpended Funds Policy and Procedures

Purpose:

This policy and procedure address the identification and reallocation of unexpended funds awarded to subrecipients.

Definition:

For purposes of this policy, unexpended is defined as any funds allocated, obligated, or awarded to a subrecipient that is fully or partially unused, unclaimed, forfeited, or not spent.

Scope:

This policy applies to any funds received by the NWIFC and will be used to identify and reallocate unexpended subrecipient funds. Redistribution of funds may be awarded by a vote of the NWIFC to any eligible recipient for the original intended purpose of the award and would be subject to all terms and conditions referenced in the award.

General:

Funds contracted or passed through the NWIFC are intended for projects deemed to have substantial merit. The Tribes and NWIFC, in collaboration, determine the merits of project proposals and funding levels. Occasionally, subrecipients fail to utilize some or all of the awarded funds. It is expected that for most contracts and grants, some small amounts of unexpended funds will remain at the conclusion of the award. This policy is intended to guide and successfully reallocate unexpended funds to ensure none are lost due to expiration.

Policy:

As funds become available, the NWIFC will notify the tribes of their availability. This notification will include deadlines for proposals to be received by the NWIFC. Where applicable, the use of specific funds will include an end date in the agreement. Each incidence of a tribe not accessing or fully expending funds by the identified deadline or end date will be evaluated on a case-by-case basis. The NWIFC will evaluate the preponderance of evidence and determine if authorized funds are at risk of being forfeited and returned to the original granting agency at the expiration of the prime agreement as the basis for any reallocation decision.

Procedures:

- A subrecipient voluntarily forfeits their allocated funds.
- Commissioners will determine the reallocation of these funds.
- Lack of a complete application or project proposal submitted by the specified deadline.
- The NWIFC will send a written request to the tribe seeking clarification of the tribe's intent to access the funds. This letter will include a request for a plan of action for

committing the funds consistent with the grant source. Tribal responses to the NWIFC must be received within 30 days of the date of request and be responsive to the request for a plan of action consistent with the grant requirements. If the tribe does not respond, a second notice will be sent with an additional 30 days to respond. If there is an imminent risk of losing funds, the NWIFC may impose a shortened response time of less than 30 days and may waive the 2nd written notification.

- If a tribe fails to respond to the written request(s) with a reasonable action plan, the Commissioners may reallocate all of the funds.
- ◆ Funds awarded are not expected to be fully expended.
 - The NWIFC will send a written request to the tribe not spending their awarded funds as expected, seeking clarification of the tribe's intent to fully utilize the funds with an action plan to utilize the funds within the timeframe in the award notice. Tribal responses to the NWIFC must be received within 30 days of the date of request and be responsive to the request for action. If the tribe doesn't respond, a second notice will be sent with an additional 30 days to respond. If there is an imminent risk of losing funds, the NWIFC may impose a shortened response time of less than 30 days and may waive the 2nd written notification.
 - If a tribe fails to respond to the written request(s), the Commissioners may deobligate and reallocate those funds not being expended as expected.
 - When a response indicates a tribe is voluntarily forfeiting some or all of their funds, the Commissioners will deobligate and reallocate those funds.

The Commissioners' decision is final once the determination is made for reallocating funds. Commissioners will determine the amounts to be reallocated, and funds will be immediately available for distribution.






23.24 EPA PSP Award Pkg - SUQU

Final Audit Report

2024-05-03

Created:	2024-05-03
By:	Lucy Yanez (lyanez@nwifc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfxJX5gf9dOdI-k2ARKSSGerXbpK2ix0u

"23.24 EPA PSP Award Pkg - SUQU" History

-  Document created by Lucy Yanez (lyanez@nwifc.org)
2024-05-03 - 10:20:34 PM GMT
-  Document emailed to Todd Bolster (tbolster@nwifc.org) for signature
2024-05-03 - 10:20:51 PM GMT
-  Email viewed by Todd Bolster (tbolster@nwifc.org)
2024-05-03 - 10:28:06 PM GMT
-  Document e-signed by Todd Bolster (tbolster@nwifc.org)
Signature Date: 2024-05-03 - 10:29:20 PM GMT - Time Source: server
-  Agreement completed.
2024-05-03 - 10:29:20 PM GMT



**United States
ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460**

OMB Control No. 2030-0020
Approval expires 06/30/2024

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.25 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

23.24EPA PSP436 SUQU
EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Leonard Forsman, Chairman

Typed Name & Title of Authorized Representative

DocuSigned by:

May 7, 2024

E19A5D9A5D7A4A4

Signature and Date of Authorized Representative

Attachment B – Scope of Work

Gorst Creek Fish Passage and Restoration Feasibility and Design

Task GC1: Develop Detailed Scope of Work

The Tribe will work with City of Bremerton to develop a detailed Scope of Work including limits of project area, constraints, and major restoration objectives.

Outputs: Scope of Work

Deliverables: Memo to include Scope of Work and major tasks, and deliverables

Outcomes: Scope of Work document is basis for a Request for Proposal (RFP) in Task GC2, and feasibility and design.

Task GC2: Solicit bids and secure a contractor for feasibility and design

The Tribe will follow standard procurement procedures in soliciting and contracting for restoration feasibility and design services.

Outputs: Request for proposal (RFP). Scope of work and budget for contractual services.

Deliverables: Contract. Feasibility (Task GC3) and Basis of Design/30% design reports (Task GC4)

Outcomes: Procurement of services that meet the project's data, QA/QC and data verification/validation requirements.

Task GC3: Develop Feasibility and Alternatives Analysis report

This task involves assessing all relevant background information and conducting baseline surveys (including field visits) needed to support a design alternatives analysis, potentially including but not limited to topographic, cultural resources, property boundary, utilities, geologic, soils, geomorphic, hydrology, hydraulic, and geotechnical surveys and modeling. This is the primary task where project design alternative benefits and constraints will be identified and evaluated. This task will involve coordinating with contractor and City of Bremerton at all major steps and decisions.

Outputs: Survey and assessment information and data to inform feasibility and alternatives analysis and cost estimates

Deliverables: Feasibility and Alternatives Analysis report, including cost estimates

Outcomes: Report is basis for development of 30% restoration design (Task GC4)

Task GC4: Develop 30% design

This task uses the Feasibility and Alternatives Analysis (Task GC3) to develop the 30% design and Basis of Design (BOD) report for the recommended/preferred alternative.

Outputs: 30% design

Deliverables: 30% design and Basis of Design report, and CAD drawings and specifications

Outcomes: 30% design is basis for advancing to 60% and 90% design, permitting and implementation of fish passage and habitat restoration actions

Project 3 Timeline: Gorst Creek Fish Passage and Restoration Feasibility and Design

TASK/MILESTONE	APR- JUN 2024	JUL-SEP 2024	OCT- DEC 2024	JAN- MAR 2025	APR- JUN 2025	JUL-SEP 2025	OCT- DEC 2025	JAN- MAR 2026	APR- JUN 2026	JUL-SEP 2026	OCT- DEC 2026	JAN- MAR 2027
TASK 1 Develop Scope of Work												
TASK 2 Solicit bids/secure contractor												
TASK 3 Develop Feasibility (alternatives) and Basis of Design (BOD) report												
TASK 4 Develop Designs 30/60/90%												

Attachment C – Budget

Project 3 Budget: Gorst Creek Fish Passage and Restoration Feasibility and Design

	Task 1: Secure contractor	Task 2: Feasibility	Task 3: Design	Total
Salaries (salmon rec biologist)	1,696			\$1,696
Fringe Benefits	543			\$543
Travel		72		\$72
Supplies				\$
Communications / Utilities				\$
Equipment / Vehicle Rental				\$
Equipment / Vehicle Operations & Management				\$
Sub-contracts		100,000	230,000	\$330,000
Capitalized Equipment				\$
Professional Services				\$
Other (<i>describe if used</i>)				\$
Total Direct Costs	2,239	100,072	230,000	\$332,311
Indirect Costs (<i>insert rate</i>)	901			\$901
Grand Total	3,139	100,072	230,000	\$333,212

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A3

SUBJECT:

Public Hearing to obtain comment on the
2024 Comprehensive Plan and Development
Regulations

Study Session Date: April 23, 2025

COUNCIL MEETING Date: May 7, 2025

Department: DCD

Presenter: Garrett Jackson

Phone: (360) 473-5289

SUMMARY: The Planning Commission is scheduled to make a recommendation to the City Council regarding the 2024 Comprehensive Plan Update upon the conclusion of an April 21st Public Hearing. Final Draft documents for the Comprehensive Plan, and implementing Development Regulations, are available for the City Council and public to review at Bremerton2044.com. The April 23rd Study Session begins City Council final review of the Comprehensive Plan, with the Public Hearing scheduled for May 7th providing an opportunity for the City Council and public to comment on the final draft materials. A public hearing for final adoption of the Comprehensive Plan, and associated Development Regulations, is scheduled for June 4th.

ATTACHMENTS:

1) Staff Memo 2) Power Point Presentation

FISCAL IMPACTS (Include Budgeted Amount): None.

STUDY SESSION ACTION: ☐ Consent Agenda ☐ General Business ☒ Public Hearing

RECOMMENDED MOTION:

Hold Public Hearing and provide Discussion/Deliberation as appropriate. No motion is required. Additional Public Hearing will be scheduled for June 4, at which time Council is anticipated to adopt the Comprehensive Plan and implement Development Regulations

COUNCIL ACTION: ☐ Approve ☐ Deny ☐ Table ☐ Continue ☒ No Action



DEPARTMENT OF COMMUNITY DEVELOPMENT

MEMORANDUM

To: City Council
From: Garrett Jackson
Date: April 23, 2025
Subject: Public Hearing, Comprehensive Plan Update (Discussion/Deliberation)

SUMMARY

The Planning Commission is scheduled to make a recommendation to the City Council regarding the 2024 Comprehensive Plan Update upon the conclusion of an April 21st Public Hearing. Final Draft documents for the Comprehensive Plan, and implementing Development Regulations, are available for the City Council and public to review at Bremerton2044.com. The April 23rd Study Session begins City Council final review of the Comprehensive Plan, with the Public Hearing scheduled for May 7th providing an opportunity for the City Council and public to comment on the final draft materials. A public hearing for final adoption of the Comprehensive Plan, and associated Development Regulations, is scheduled for June 4th.

BACKGROUND

The Comprehensive Plan update is required by the Washington State Growth Management Act (GMA) in order to demonstrate that Bremerton has the capacity to absorb population and employment increases forecast to the year 2044. Population estimates indicate that the City will grow to 63,757 persons and 58,258 jobs by 2044; this means the City is forecast to increase its population by over 46%, with a 32% increase in the number of jobs. The Bremerton Comprehensive Plan must conform to the Washington State [Growth Management Act](#), Puget Sound Regional Council (PSRC) [Vision 2050](#), and the Kitsap Regional Coordinating Council (KRCC) [Countywide Planning Policies](#). The [Draft Environmental Impact Statement \(DEIS\)](#) for the Comprehensive Plan update was released on October 18, 2024, with the follow up [Final Environmental Impact Study \(FEIS\)](#) released April 7, 2025. More information about the Bremerton Comprehensive Planning process can be found at Bremerton2044.com.

REVIEW RESOURCES

While the Planning Commission has accomplished the intensive review of the Comprehensive Plan, the City Council has been heavily involved throughout the process. Beginning with passage of the Public Participation Plan in September of 2022, Council District Tours in Fall/Winter 2023, individual Council District meetings in the Fall/Winter 2024, review of the [Vision, Goals, Policies](#) in February 2024, [Land Use Element](#) in September 2024, [Housing Element](#) in October 2024, [Economic Development Element](#) in November 2024, the [Environmental Element](#) also in November of 2024, [Transportation Element](#) in February 2025, and [City Services Element](#) in March 2025. The links on the following page will provide final draft document for review; these document can also be found at Bremerton2044.com.

Comprehensive Plan Documents:

- [Draft Comprehensive Plan](#)
- [Land Use Element Appendix](#)
- [Housing Element Appendix](#)
- [Economic Development Element Appendix](#)
- [Transportation Element Appendix](#)
- [City Services Element Appendix](#)
- [Environmental Element Appendix](#)
- [Public Participation Appendix](#)

Implementing Development Regulations:

- [Title 20 Zoning Code Amendments](#)
- [Downtown Subarea Plan](#)
- [Puget Sound Industrial Center Subarea Plan](#)
- [Bay Vista Subarea Plan](#)
- [East Park Subarea Plan](#)

An aerial photograph of a large marina filled with numerous sailboats and yachts. In the background, a city with various buildings is visible, followed by a range of mountains under a clear blue sky. The text is overlaid on the upper left portion of the image.

Study Session: Comprehensive Plan & Development Regulations Public Hearing May 7th

April 23, 2025

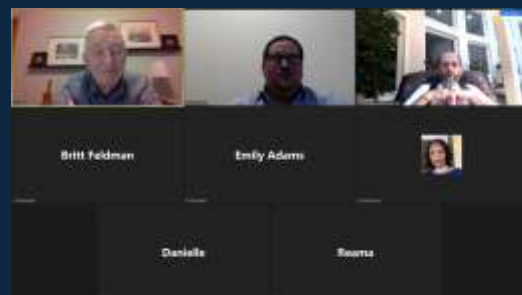
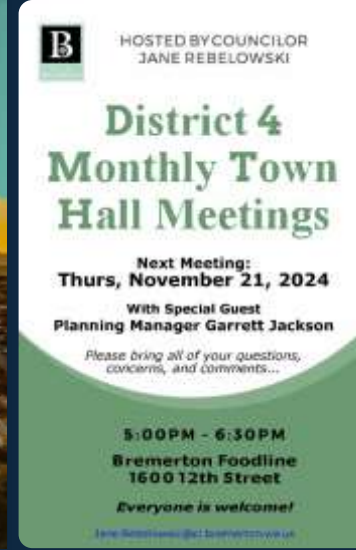
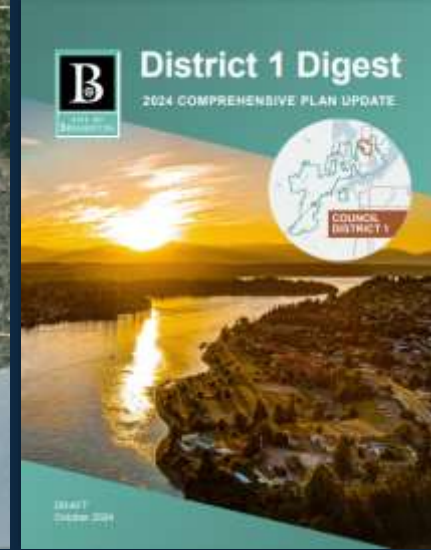
Public Outreach

- PC Recommendation 4/21
- Bremerton2044.com
- Planning Commission Meetings
- Flyers & Peachjar (BSD)
- Postcards
- Council District Meetings
- Council District Digests
- 100+ public events

Flyer Physical Locations

1. Sylvan Library
2. Lions Park
3. Sheridan Community Center
4. NAD Park
5. Lulu Hadden Park
6. Olympic College
7. Evergreen Park
8. Marvin Williams Center
9. Downtown Library
10. DCD Offices
11. School District Admin
12. Pendergast Park

Flyer also distributed electronically by the Bremerton School District through Peachjar



Comprehensive Plan Update - Bremerton2044

The City is currently in the process of updating our Comprehensive Plan. Bremerton's Comprehensive Plan provides guidance for how the City will grow and develop over the next 20 years. The Comprehensive Plan is the centerpiece of local planning efforts and states the goals and policies that will guide the day-to-day decisions of elected officials and local government staff. The City Comprehensive Plan update will be completed by December 2024.

Final Draft Documents

- Draft Comprehensive Plan
- Land Use Element Appendix
- Housing Element Appendix
- Economic Development Element Appendix
- Transportation Element Appendix
- City Services Element Appendix
- Environmental Element Appendix
- Public Participation Appendix
- The 20 Zoning Code Amendments
- Quineros Subarea Plan
- Everett Sound Industrial Center Subarea Plan
- Bay Vista Subarea Plan
- East Park Subarea Plan

Upcoming Dates:

- April 21, 2025
Planning Commission Public Hearing
[Comprehensive Plan Recommendation](#)
- April 23, 2025
City Council Study Session: Comprehensive Plan Overview
- May 7, 2025
City Council Public Hearing: Comprehensive Plan Overview
- May 14, 2025
City Council Study Session: Discussion/Deliberations
- May 23rd, 2025
Washington State Department of Commerce 60 days review ends
- May 28th, 2025
City Council Study Session: Discussion/Deliberation (if needed)
- June 4th, 2025
City Council Public Hearing: Adopt Comprehensive Plan

Important Documents:

- Final Environmental Impact Statement (FEIS)
- Draft Environmental Impact Statement (DEIS)
- Public Participation Plan
- Work Plan Schedule (subject to change)
- Current Bremerton Comprehensive Plan
- Kitsap County Bullitts Lands Report
- Everett Sound Regional Council Vision 2020
- Kitsap Regional Coordinating Council Comprehensive Planning Policies

Process Milestones:

[Click Here](#)



2022 SURVEY RESULTS

2024 TRANSPORTATION SURVEY RESULTS

MAKE A COMMENT

comment@ci.bremerton.wa.us

COMMENTS RECEIVED



WATCH THIS VIDEO



WATCH THIS VIDEO



WATCH THIS VIDEO



Remaining Schedule

Remaining Schedule

- **April 23rd, 2025**, City Council Study Session – Comprehensive Plan overview
- **May 7th, 2025**, City Council Public Hearing – Comprehensive Plan overview
- **May 14th, 2025**, City Council Study Session – Discussion/deliberation
- **May 28th, 2025**, City Council Study Session – Discussion/deliberation (if needed)
- **June 4th, 2025**, City Council Public Hearings: Adopts Comprehensive Plan & 1st Phase Development Regulations

Comprehensive Plan Documents

Comprehensive Plan, Review Materials

[Council Review @ Bremerton2044.com](https://Bremerton2044.com)

- Land Use Element
- Housing Element
- Economic Development Element
- Transportation Element
- City Services Element
- Environmental Element



Comprehensive Plan, Final Documents

City Council Packet

Comprehensive Plan Documents:

- [Draft Comprehensive Plan](#)
- [Land Use Element Appendix](#)
- [Housing Element Appendix](#)
- [Economic Development Element Appendix](#)
- [Transportation Element Appendix](#)
- [City Services Element Appendix](#)
- [Environmental Element Appendix](#)
- [Public Participation Appendix](#)

Implementing Development Regulations:

- [Title 20 Zoning Code Amendments](#)
- [Downtown Subarea Plan](#)
- [Puget Sound Industrial Center Subarea Plan](#)
- [Bay Vista Subarea Plan](#)
- [East Park Subarea Plan](#)

Bremerton2044.com

Comprehensive Plan Update - Bremerton2044

The City is currently in the process of updating our Comprehensive Plan. Bremerton's Comprehensive Plan provides guidance for how the City will grow and develop over the next 20 years. The Comprehensive Plan is the centerpiece of local planning efforts and relays the goals and policies that will guide the day-to-day decisions of elected officials and local government staff. The City Comprehensive Plan update will be completed by December 2024.



Final Draft Documents

- [Draft Comprehensive Plan](#)
- [Land Use Element Appendix](#)
- [Housing Element Appendix](#)
- [Economic Development Element Appendix](#)
- [Transportation Element Appendix](#)
- [City Services Element Appendix](#)
- [Environmental Element Appendix](#)
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Upcoming Dates:

- April 21, 2025
Planning Commission Public Hearing
[Comprehensive Plan Recommendation](#)
- April 23, 2025
City Council Study Session: Comprehensive Plan Overview
- May 7, 2025
City Council Public Hearing: Comprehensive Plan Overview
- May 14, 2025
City Council Study Session: Discussion/Deliberations

May 23rd, 2025

Washington State Department of Commerce

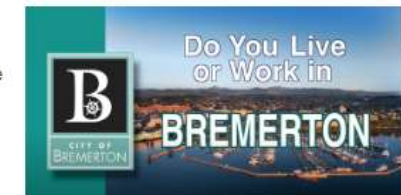
[2022 SURVEY RESULTS](#)

[2024 TRANSPORTATION SURVEY RESULTS](#)

MAKE A COMMENT

compplan@ci.bremerton.wa.us

[COMMENTS RECEIVED](#)



[WATCH THIS VIDEO](#)

Organizing City Council Deliberation

Organization of Council Comments

Review of Final Draft Documents

- Council please review Final Draft Documents and email comments to Staff as soon as possible
- Study Sessions on May 14th & May 28th will be utilized to review the comments received from Council, and gain consensus on which comments will be included in adoption ordinances (Ord. Comprehensive Plan, and Ord. Development Regulations)

Anticipated Organization of Comments

- Typos & minor clarifications
- Changes to policy and/or intent
- Potential changes that are related to future zoning code amendments

Development Regulations

Downtown Subarea Plan



Bremerton2044

DOWNTOWN BREMERTON
REGIONAL GROWTH SUBAREA PLAN

DRAFT
April 2025



Downtown Subarea Plan

- Compliance with PSRC Centers criteria
- Increase maximum height to 80-feet
- No maximum density
- Aggregate several zones into the Mixed Use zone
- Increase urban tree requirements
- Increased public open space in Waterfront Overlay



Puget Sound Industrial Center Subarea Plan



Bremerton2044

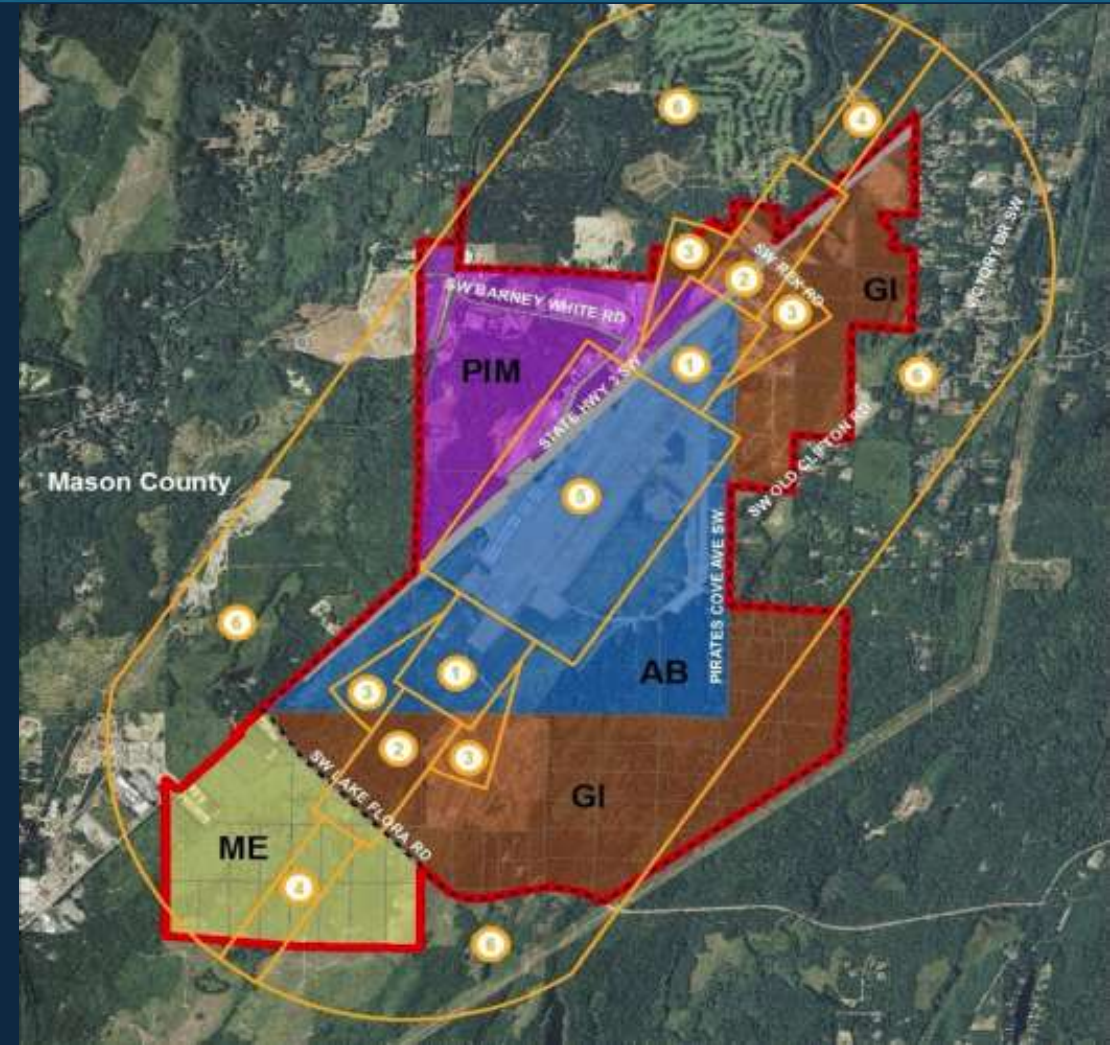
PUGET SOUND INDUSTRIAL CENTER—
Bremerton Manufacturing/Industrial Center
SUBAREA PLAN

DRAFT
March 2025

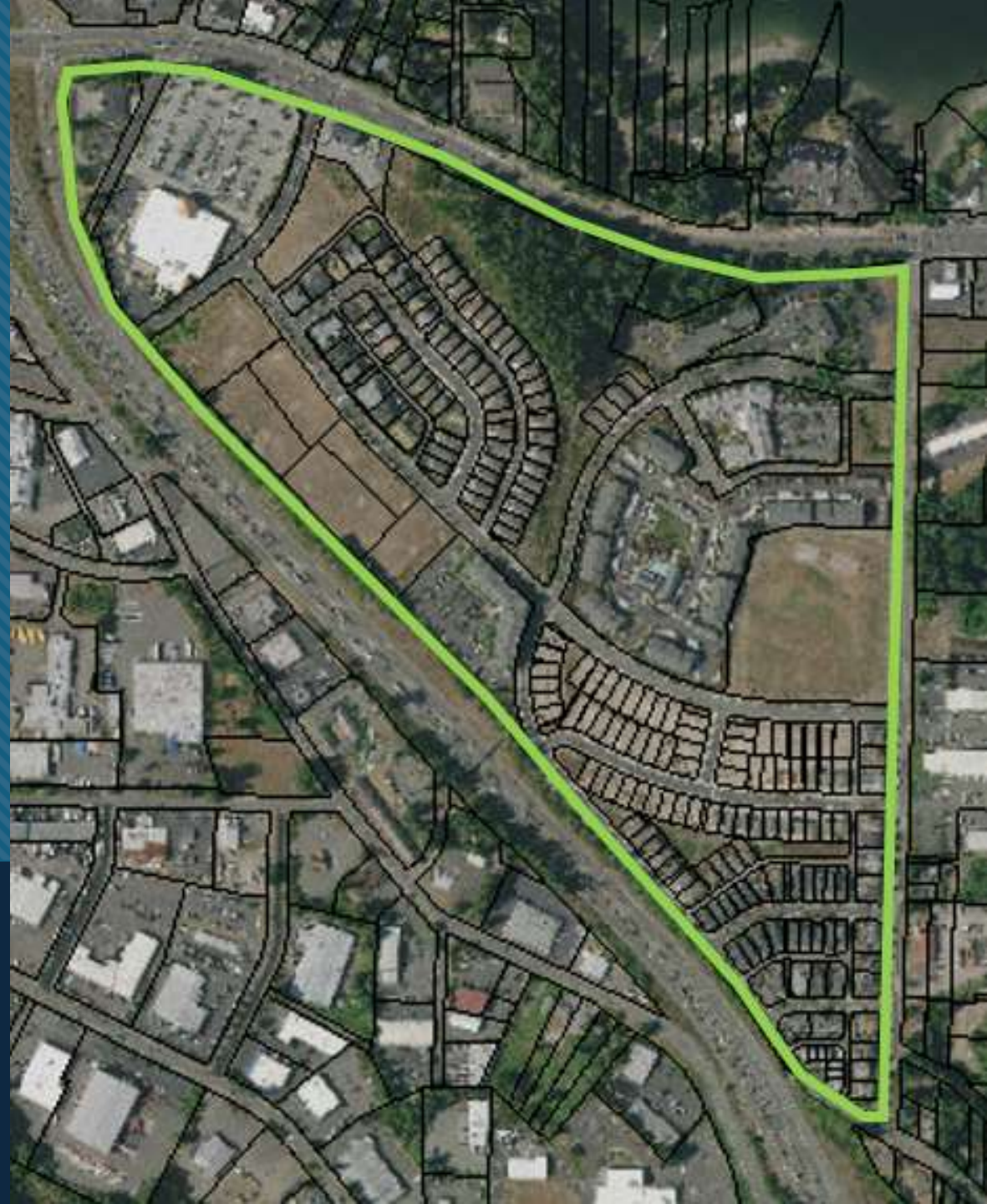


Puget Sound Industrial Center

- Compliance with PSRC Centers criteria
- Development Regulation updates consistent with *PSIC 9.29.23 Market Study*
- Remove duplicative requirements for stormwater, streets, and other housekeeping
- Capital Facilities Plan to be updated prior to City Council adoption



Bay Vista Subarea Plan



Bay Vista Subarea Plan

- Allow mixed use in the Village Commercial zone
- Add Minimum Density 15 DUA, and Maximum Density 65 DUA
- Mapping updates to account for final platting

SECTION IV: ZONING & DEVELOPMENT REGULATIONS

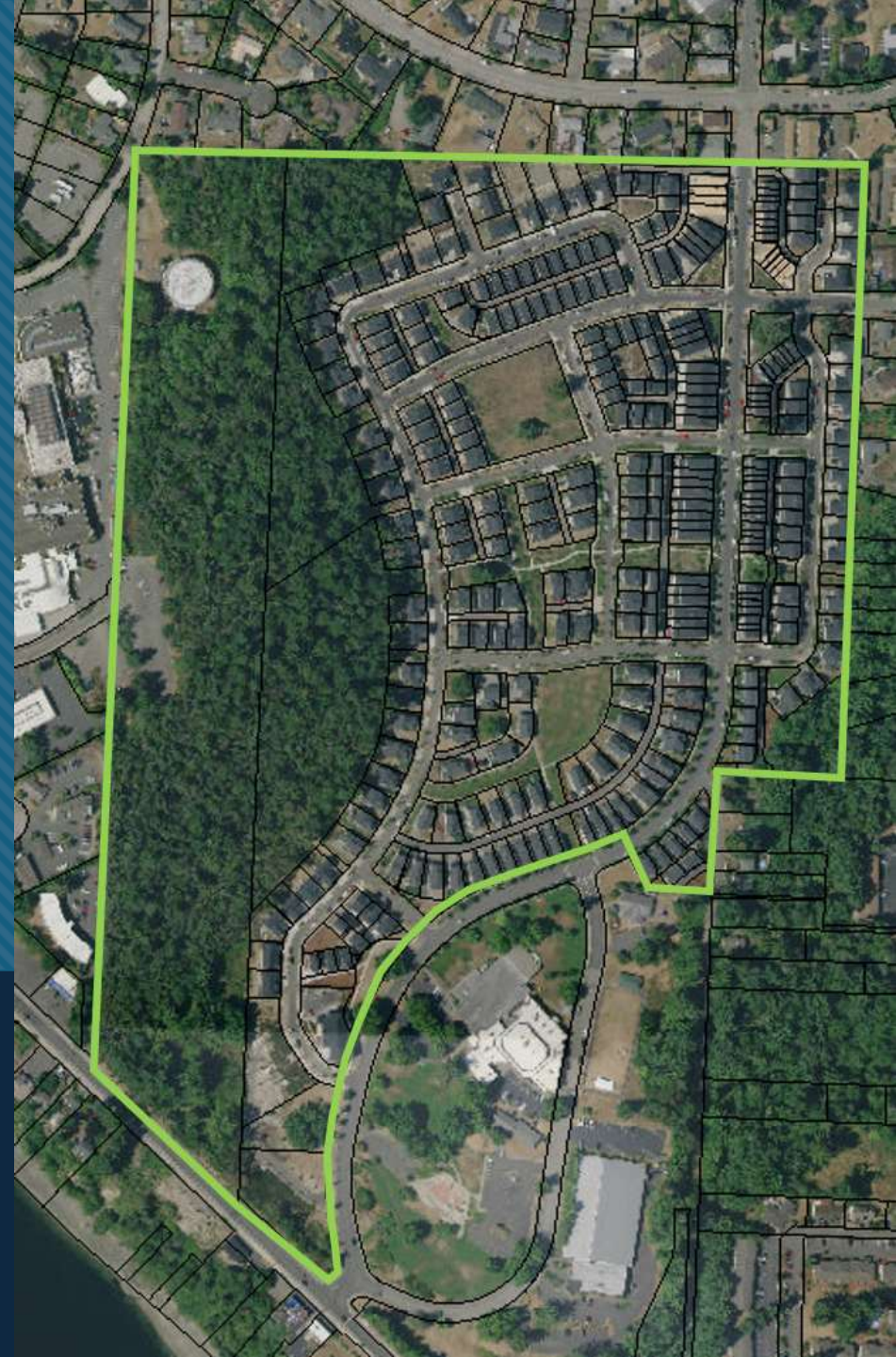
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December 2013

Figure 4-2 – Land Use Plan

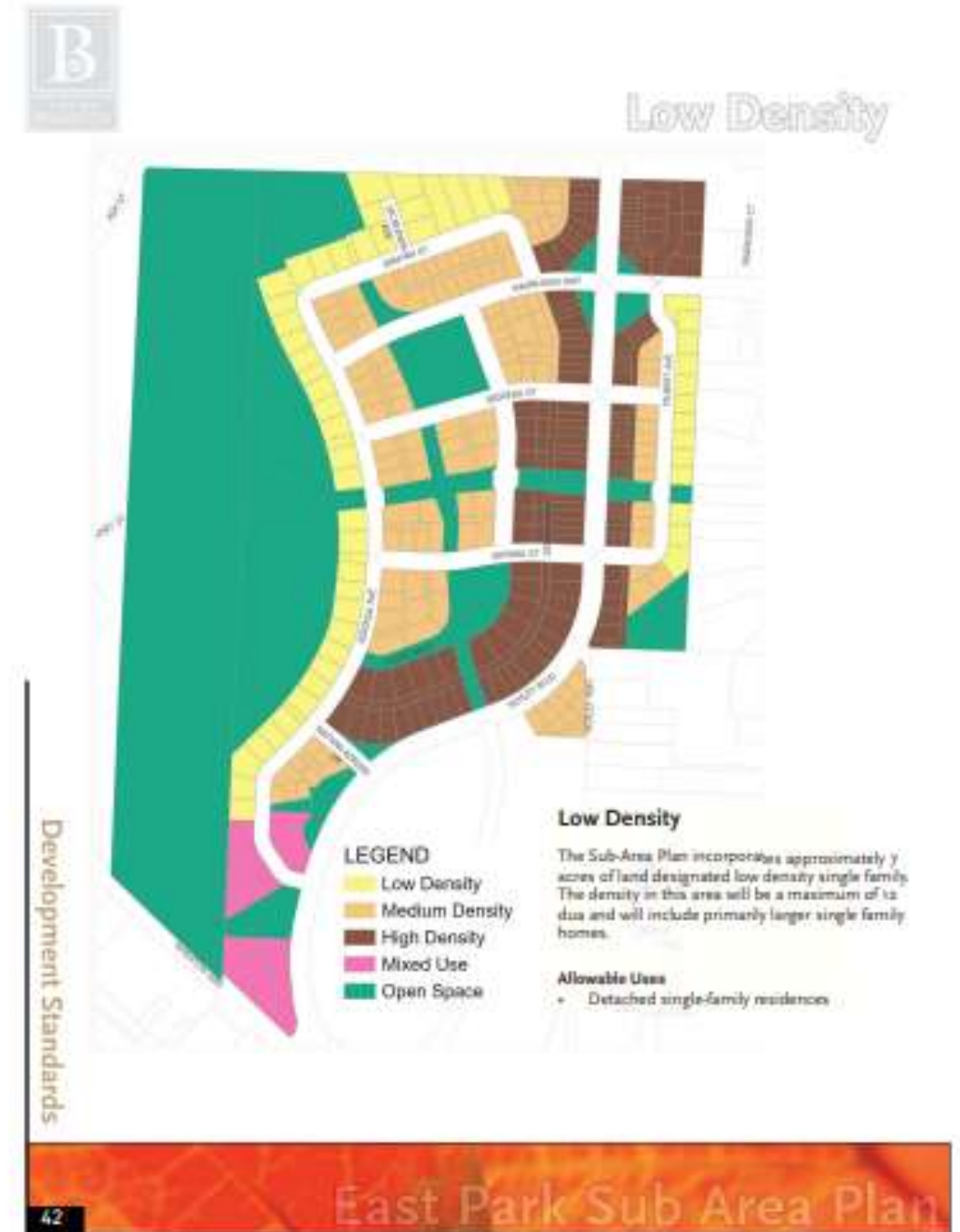


East Park Subarea Plan



East Park Subarea Plan

- Mapping updates to account for Madrona Forest and final platting



Bremerton Municipal Code

Title 20, Zoning Code

Title 20 LAND USE*

Chapters:

ZONING MAPS

Division I. Permitting

20.02 PROJECT PERMITS

20.04 STATE ENVIRONMENTAL POLICY ACT

Division II. Land Development

20.10 COMPREHENSIVE PLAN AMENDMENTS

20.12 LAND DIVISION

20.14 CRITICAL AREAS

20.16 SHORELINE DEVELOPMENT

20.18 TEXT AMENDMENTS

Division III. Zoning

20.40 ADMINISTRATION

20.42 DEFINITIONS

20.44 GENERAL DEVELOPMENT STANDARDS

20.46 SPECIAL DEVELOPMENT STANDARDS

20.48 OFF-STREET PARKING REQUIREMENTS

20.50 LANDSCAPING

20.52 SIGN STANDARDS

20.54 NONCONFORMING PROVISIONS

20.58 LAND USE PERMITS

20.60 LOW DENSITY RESIDENTIAL (R-10)

20.62 GENERAL COMMERCIAL (GC)

20.70 DISTRICT CENTER CORE (DCC)

20.74 BUSINESS CORE (BC)

20.75 DOWNTOWN CORE (DC)

20.76 DOWNTOWN WATERFRONT (DW)

20.78 MEDIUM DENSITY RESIDENTIAL (R-18)

20.79 HIGH DENSITY RESIDENTIAL (R-40)

20.82 NEIGHBORHOOD BUSINESS (NB)

20.86 FREEWAY CORRIDOR (FC)

20.94 INDUSTRIAL (I)

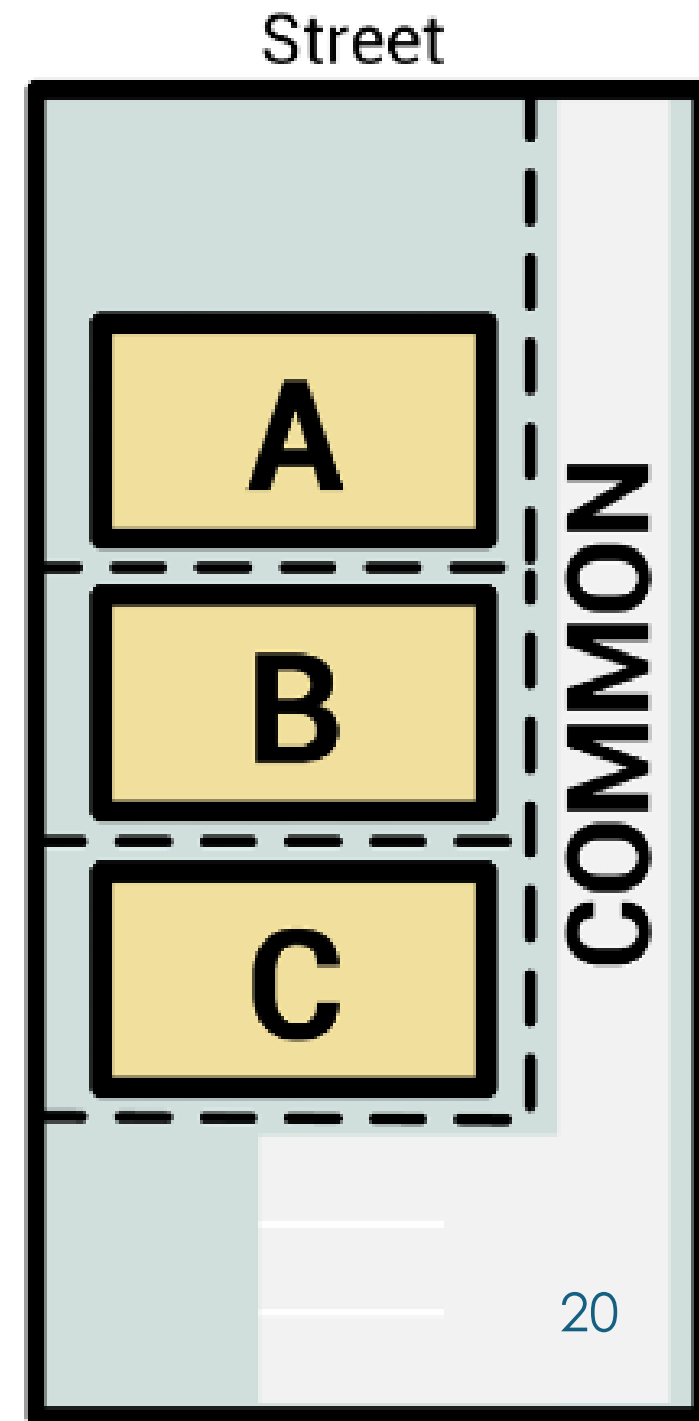
20.96 CITY UTILITY LANDS (CUL)

20.97 WATERSHED (WS)

20.98 INSTITUTIONAL (INST)

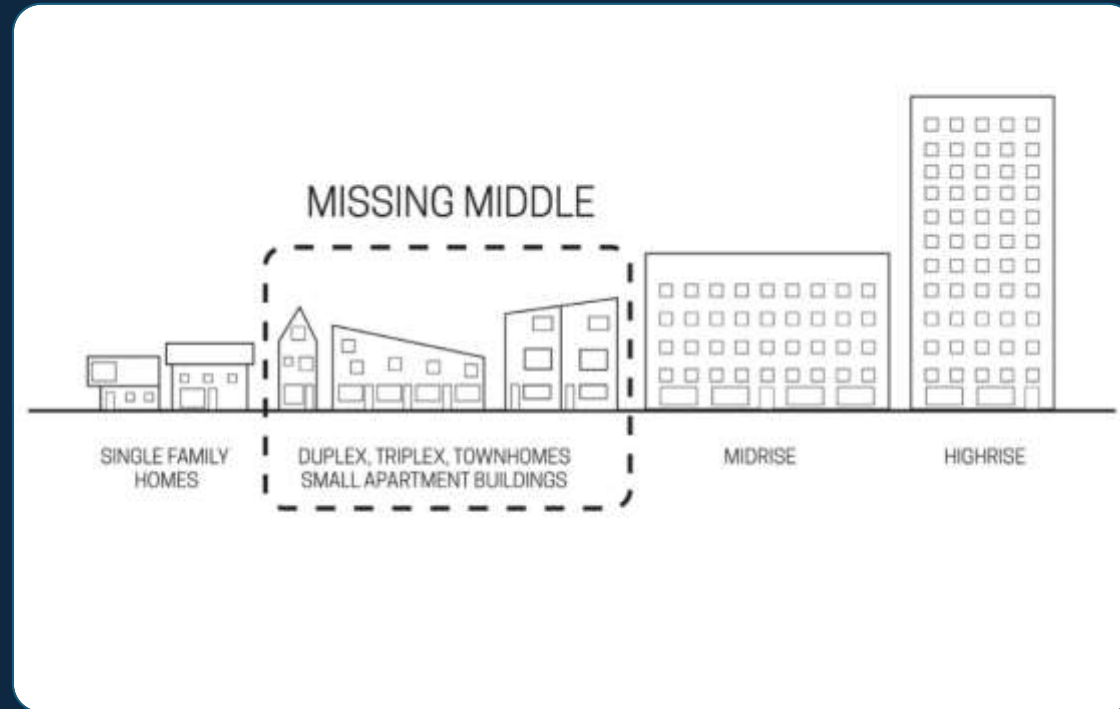
Unit Lot Subdivision (BMC 20.12)

- Development standards of the zone apply to the “parent lot” and not individual “unit lots”.
- Subdivision of 9 or fewer lots, processed as a *short subdivision*.
- May begin development before, during, or after preliminary plat approval, subject to approval and mitigating conditions from the City.



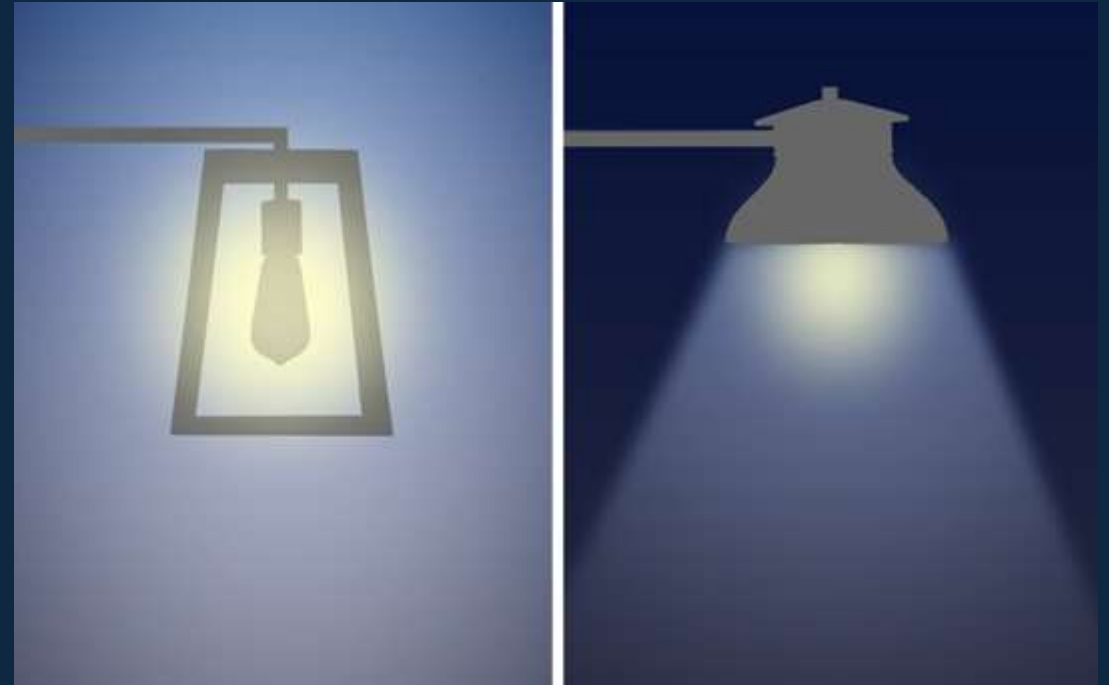
Middle Housing Code (BMC 20.42, 20.46)

- Does not apply to mixed-use or commercial zones, as they permit higher densities and more intense uses than Middle Housing.
- Development Standards of the underlying zone apply (lot coverage, design standards, etc.)
- Any lot in the subject zones would be permitted to have 4 Middle Housing dwelling units if 1 unit is provided as affordable housing for a period of 50 years.
- Increased densities do not apply to lands covered by critical areas, their buffers, or the Shoreline Jurisdiction.
- Covenants, Conditions, & Restrictions of existing lots would remain in force.



Lighting Regulations (BMC 20.44)

Lighting designed to prevent light from trespassing into the sky and adjacent properties



Low Density Residential (BMC 20.60)

- Middle Housing & Multifamily Housing uses
- Multifamily open space and design standards requirements
- Remove lot sizing requirements



Medium Density Residential (BMC 20.78)

- Middle Housing & Multifamily Housing uses
- Multifamily open space and design standards requirements
- Remove lot sizing requirements
- Maximum height 45-feet



Zoning Code Amendments (Housing)

High Density Residential (BMC 20.79)

- Minimum density 15 DUA
- Maximum height 65-feet

General Commercial (BMC 20.62)

- Minimum density 15 DUA, No maximum density
- Maximum height to 65-feet
- Require mixed use

District Center Core (BMC 20.70)

- Minimum density 30 DUA



Zoning Code Amendments (Minor)

Downtown Core (BMC 20.75)

- Repeal parking standards

Business Core (BMC 20.74)

- Repeal section

Neighborhood Business (BMC 20.82)

- Minimum density 15 DUA

Institutional (BMC 20.98)

- Minimum density 15 DUA

Planning Commission reviewing Zoning Code Amendments, PC May 2025

- Transitional Housing, Permanent Supportive Housing, Indoor Emergency Shelters, and Indoor per RCW 35.21.683
- Permit Family Day Care as required per RCW 36.70A.450
- Co-living as required per HB 1998
- Reuse of existing commercial buildings with residential uses per RCW 35.21.990
- Market Driven minimum parking standards, BMC 20.48
- Neighborhood-scale commercial, residential zones
- Boundary Line Adjustment (BLA), BMC 20.12.175

Planning Commission reviewing Zoning Code Amendments, 2nd half 2025

○ **Landscaping BMC 20.50**

- Urban tree canopy
- Conformance with BMC 15.04 Stormwater

○ **Critical Areas Ordinance, BMC 20.14**

- Definitions
- Increased Tribal Notification
- Cultural resource protection
- Riparian buffers

○ **Shoreline Master Program**

- Update allowed uses consistent with Comprehensive Plan update
- Increased Tribal Notification
- Revise standards for cultural resource protection



2025 – 2026 City Council Goals & Priorities

As established by input at the Joint Planning Session on February 8, 2025

Community & Employee Engagement

1. Increase public engagement
 - i. **Develop Community Outreach Policy**
 - ii. Public outreach pre-budget season
 - iii. Re-establish outreach program with High Schools within Bremerton City Limits

Economic Development

2. Continue work with the Greater Kitsap Chamber, Kitsap Economic Development Alliance, Downtown Bremerton Association, etc. to promote economic development initiatives
3. Promote economic development initiatives
 - i. Main Street Certification
 - ii. Historic preservation policy
 - iii. Chronically vacant building policy development
 - iv. Incentives & funding to include but not limited to commercial areas
 - a. Wheaton Way Corridor
 - b. Charleston District
 - c. Harrison Heights
4. Develop Annexation Strategy in collaboration with Kitsap County
5. Update Lodging Tax Advisory Committee Policies and Procedures

Housing Equity

6. Ensure rental housing standards are met
7. Set Policy for surplussing excess city-owned parcels for affordable housing projects
8. Support creative humane housing solutions for wide variety of housing types
 - i. Support community partners in development of low-barrier hybrid shelter and low-income housing
 - ii. Continue to evaluate and adopt regulations that foster the development of housing for low income and support creation of “missing middle” housing
 - iii. Review Multi-Family Tax Exemption Policy
 - iv. Develop policies and ordinances that address displacement impacts to low-income residents in all housing types, including manufactured homes and mobile home parks

Parks and Environmental Stewardship

9. Develop policies that encourage environmental stewardship
10. Continue support of Kitsap Lake Water Quality Program
11. Support sustainable funding for Parks operation
12. Manage the watershed for water quality
 - i. Update Utility Lands Management Plan

Public Safety and Support

13. Increase public safety funding
14. Communicate impact of current public safety policies and programs

Transportation and Multimodal Support

15. Increase residential street maintenance funding
16. Establish ranking system for scoring transportation projects in collaboration with Public Works
17. Prioritize multimodal connectivity
 - i. Trail network throughout Bremerton
 - ii. Development of Jarstad Park to Kitsap Lake Trail
 - iii. Warren Ave bridge
 - iv. Develop data-based traffic-calming policy prioritizing pedestrians and cyclists
18. Prioritize Council-initiated Public Works Policies
19. Update the Complete Streets Ordinance including a resident-led commission



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