

H. ORDER OF PRECEDENCE

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

Applicable Federal and State of Washington statutes and regulations.

Special Terms and Conditions as contained in this Contract.

Attachment A - General Terms and Conditions.

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

I. PROJECT MANAGERS

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

Contractor's Project Manager

Mitch Friedman
(360) 319-9266
mitch@conservationnw.org

WDFW's Project Manager

Kimberly Jarvela
(360) 902-2181
kimberly.jarvela@dfw.wa.gov

J. ENTIRE CONTRACT

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

K. APPROVAL

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

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

CONSERVATION NORTHWEST

**WASHINGTON DEPARTMENT OF
FISH AND WILDLIFE**

SIGNATURE AND DATE

SIGNATURE AND DATE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The CONTRACTOR and any subcontractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded by the CONTRACTOR to WDFW.

PUBLICITY

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

RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. The CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE

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

RIGHT OF INSPECTION

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

RIGHTS TO INVENTIONS

If this contract meets the definition of "funding agreement" under 37 CFR § 401.2 (a) regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under this contract, the CONTRACTOR must comply with the requirements of 37 CFR Part 401, "Rights to

Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any related implementing regulations issued by the Federal funding agency and WDFW.

SAVINGS

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

SEVERABILITY

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

SITE SECURITY

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

STATEWIDE VENDOR PAYMENT REGISTRATION

The CONTRACTOR is required to be registered in the Statewide Vendor Payment System prior to submitting a request for payment under this contract. The Washington State Office of Financial Management (OFM) maintains the Statewide Vendor Payment System; to obtain registration materials contact the Statewide Payee Desk at (360) 407-8180; or go to: <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>.

SUBCONTRACTING

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

If the CONTRACTOR is authorized by WDFW to use subcontractors, the CONTRACTOR will complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential

information (Tax ID, etc.) will not be published. Contractors that have previously registered with B2Gnow for any public entity must still access B2Gnow and verify that the system has updated information. The CONTRACTOR can access the system at <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.

Before the end of each month of the contract, the CONTRACTOR must enter into the Access Equity system a report of payments made to all subcontractors. This monthly reporting information includes, but is not limited to, total payment (in dollars) made to each subcontractor, payment dates of those payments, and any additional information required to verify those payments. After the CONTRACTOR enters this payment information into the Access Equity system, the subcontractors must then verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both the CONTRACTOR and any of its subcontractors.

TAXES

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

TERMINATION FOR CAUSE

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

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

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

The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

TERMINATION FOR CONVENIENCE

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

TERMINATION PROCEDURES

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

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

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

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

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

4. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
5. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
6. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

TRAFFICKING VICTIMS PROTECTION ACT

The AGENCY may terminate this contract, without penalty, if the CONTRACTOR or any SUBCONTRACTOR is found to be in violation of the Trafficking Victims Protection Act of 2000.

TREATMENT OF ASSETS

1. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
2. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
3. If any AGENCY property is lost, destroyed, or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
4. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination, or cancellation of this contract.

5. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents, or SUBCONTRACTORS.

WAGE LAWS COMPLIANCE

By signing this contract the CONTRACTOR warrants that the CONTRACTOR has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the start date of this contract. The CONTRACTOR further warrants that it will remain in compliance with these requirements during the performance period of this contract. The CONTRACTOR will immediately notify the AGENCY of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the performance period of this contract.

WAIVER

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

WHISTLEBLOWER PROTECTION

If this contract exceeds the federal simplified acquisition threshold of \$250,000 the contract and all employees working on the contract are subject to the whistleblower protections established at 41 USC 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013. If subject to this statute the CONTRACTOR shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712. This section is applicable to all subcontractors and subawardees related to this contract that exceed the federal simplified acquisition threshold of \$250,000, and the CONTRACTOR shall include this section in all such subcontracts and/or subawards.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/12/2024

**Attachment B -
CONTRACT/PROJECT SUMMARY**

TITLE: Conservation Northwest Connectivity		WDFW CONTRACT NUMBER: 24-24922	
PERIOD: 07/01/2024 to 04/01/2025		WDFW MANAGER: Kimberly Jarvela (360) 902-2181	
CONTRACTOR: Conservation Northwest			
CONTRACTOR CONTACT: Mitch Friedman (360) 319-9266			
CONTRACT TYPE: Payable / Goods & Services / Sole Source			
SUMMARY CONTRACT DESCRIPTION:			
Partnership between Conservation Northwest and the Washington Department of Fish and Wildlife to enhance wildlife connectivity and conservation efforts through strategic grant coordination and development, consistent with and implementing the WA Habitat Connectivity Action Plan.			
Master Index Number(s): 11111			
CFDA Number	Award Year	Award Number	Research & Development?
Not Applicable-----	-----	-----	-----

Attachment C
STATEMENT OF WORK

Conservation Northwest Connectivity

Objective

Partnership between Conservation Northwest and the Washington Department of Fish and Wildlife to enhance wildlife connectivity and conservation efforts through strategic grant coordination and development, consistent with and implementing the WA Habitat Connectivity Action Plan.

To further this objective, Conservation Northwest will:

1. Federal Grant Expertise:

- **Task:** Become the knowledge master of federal grant sources related to wildlife crossings. **Cost: \$xx,xxx**
- **Responsibilities:**
 - Compile information on federal grants targeting wildlife corridors and crossings.
 - Understand eligibility criteria, application processes, and grants deadlines.
 - Stay updated on changes or new funding opportunities.
 - Include criteria (e.g., project scope, eligible species, geographic focus).
 - Note deadlines and funding amounts.
 - Highlight relevant details for easy reference.
- **Deliverable:** A user-friendly spreadsheet accessible to WDFW and relevant stakeholders.

2. Strategic Funding Application:

- **Task:** Monitor the drafting of the Washington Habitat Connectivity Action Plan and use predicted elements to develop a living strategy for optimal grant application among WDFW, WSDOT, and other stakeholders. **Cost: \$xx,xxx**
- **Approach:**
 - Stay informed about the Washington Habitat Connectivity Action Plan progress, key components, and project priorities likely to be included.
 - Collaborate with relevant agencies and experts to evaluate priority projects in light of available funding sources.
 - Match priority projects identified by WDFW, WSDOT and stakeholders with suitable funding sources (federal grants, tribal funds, etc.).
 - Coordinate efforts among WSDOT, WDFW, and other stakeholders.
- **Deliverable:** Bi-monthly written documentation of the living strategy insights, assumptions, and recommendations to match priority projects with funding opportunities, as well as any other lessons learned along the way to improve Washington's application success.

3. Implementation Oversight:

- **Task:** Ensure strategy execution and leverage WDFW, WSDOT and other staff efforts.
Cost: \$xx,xxx

- **Responsibilities:**

- Develop near-term strategies and timelines for 2025 grant applications.
- Suggest assignment of grant-writing tasks to appropriate team members.
- Track progress and deadlines.
- Provide guidance and support.
- Contribute to writing, review, and editing of resulting grant applications.
- Engage with WDFW, WSDOT, and other stakeholders to address development threats to wildlife habitats near priority crossings.
- Regularly communicate the strategy's importance.
- Facilitate collaboration and knowledge sharing.

Deliverable: Progress reports on grant applications and successful funding, as well as a final write-up of grant application strategy moving forward, cumulative grant applications and successful funding, and cumulative lessons learned to inform ongoing grant applications.