

# ESTUARY AND SALMON RESTORATION PROGRAM

## Strategy and Guidance

*ESRP restores the health of the Puget Sound nearshore ecosystem  
by funding and facilitating community actions  
that protect and restore nearshore ecosystem processes*



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## Acronyms and Abbreviations

<b>CAPS</b>	Contracts and Projects System
<b>ESRP</b>	Estuary and Salmon Restoration Program
<b>Nearshore Partnership</b>	The Puget Sound Nearshore Partnership
<b>NOAA</b>	National Oceanic and Atmospheric Administration
<b>PSNERP</b>	Puget Sound Nearshore Ecosystem Restoration Project.
<b>PSNP</b>	Puget Sound Nearshore Partnership
<b>PSP</b>	Puget Sound Partnership
<b>RCO</b>	Recreation and Conservation Office
<b>RFP</b>	Request for Proposal
<b>SNAR</b>	Strategic Needs Assessment Report
<b>USACE</b>	U.S. Army Corps of Engineers
<b>VEC</b>	Valued Ecosystem Component
<b>WDFW</b>	Washington State Department of Fish and Wildlife

## Section 1 – Background

The Estuary and Salmon Restoration Program (ESRP) is being developed by a consortium of planners, grant managers, and practitioners to support the transition from opportunistic project funding to strategic and sustained nearshore ecosystem restoration. This work plan provides a detailed overview of program principles, procedures, tasks and policies. The ESRP program deviates from customary grant making in several key respects:

- ★ **We provide phased funding to incrementally support complex projects.** At early phases of nearshore project development, it can be difficult to accurately estimate the resources and schedule necessary for reaching project goals. ESRP invests public funds incrementally based on readiness to complete project phases within an approximately two year grant period.
- ★ **We continue supporting exemplary projects to completion.** Once a project has completed feasibility, and ranks well through a regional competition to receive ESRP funding, we consider supplemental funding annually for projects showing good progress.
- ★ **We build a technical record of project activity.** Learning opportunities are best realized when sponsors document goals, objectives, hypotheses and treatments. Using a sequence of standard project deliverables, ESRP develops a record of project work that allows for strong analysis of restoration benefits.
- ★ **We invest in project-based learning through enhancements.** ESRP enhancement funding is an approach to working with project partners and the scientific community to resolve technical uncertainty to increase efficiency and effectiveness of restoration practice by integrating monitoring, research, and adaptive management.

In these ways, ESRP is not simply a grant program; it is a tactical element of an ecosystem restoration program. We believe that funding programs like ESRP have a unique and critical role to play in ecosystem restoration, and must be directly linked to science-driven strategy development and evaluation.

### Program History

In the 2006 supplemental budget, Governor Christine Gregoire and the Washington State Legislature appropriated \$2.5 million in capital funds to the Washington Department of Fish and Wildlife (WDFW) to fund habitat restoration and protection projects under the title “Estuary and Salmon Restoration Program”. In the 2007-09 capital budget an additional \$13 million was provided for nearshore ecosystem restoration through a sound-wide competitive process. Projects were to have a substantial association with Puget Sound Lead Entities or Marine Resources Committees, 33% match was to be secured, and project selection was to be guided by the Puget Sound Nearshore Partnership (Nearshore Partnership).

No resources were made available for the program, so the Nearshore Partnership mobilized its resources to conduct a competition to fund actions most likely to support nearshore ecosystem restoration. The Nearshore Partnership is a broad consortium of governmental, tribal, non-profit, and private representatives that share resources to achieve their common goal of nearshore ecosystem restoration. The Nearshore Partnership was assembled in 2003 to support the Puget Sound Nearshore Ecosystem Restoration Project (PSNERP). PSNERP is a U.S. Army Corps of

Engineers ‘General Investigation’ with WDFW serving as the local sponsor. PSNERP will produce a spatially explicit, process-based ecosystem restoration strategy to be implemented through an integrated local-federal effort. ESRP was conceived to fund ‘urgent and obvious’ early actions, as well as to demonstrate restoration and protection methods in preparation for the expanded effort anticipated under a federal ecosystem restoration initiative. In combination PSNERP and ESRP build the capacity for comprehensive nearshore ecosystem restoration in the Puget Sound region.

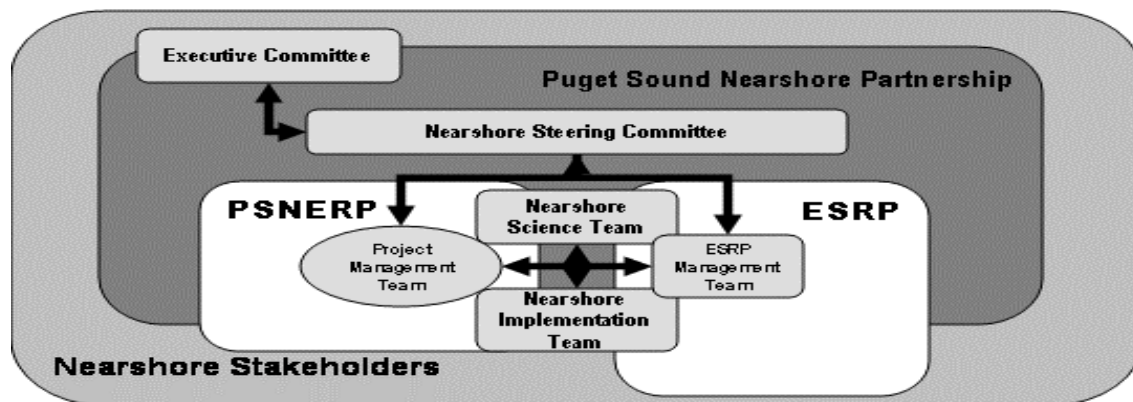
## Relationship to Nearshore Partnership and PSNERP

While Washington’s Department of Fish and Wildlife administers the Estuary and Salmon Restoration Program (ESRP), the staff are drawn from diverse agencies associated with the Nearshore Partnership. ESRP uses the framework and language of the *Puget Sound Nearshore Ecosystem Restoration Project*, to organize and guide the funding and coordination of protection and restoration projects. ESRP business is commonly conducted at Nearshore Partnership Meetings. ESRP Staff participate in Nearshore Implementation Team and Science Team discussions and communicate resource requests to the PSNERP Project Management Team. ESRP staff report to and receive guidance from the Nearshore Steering Committee on a monthly basis (Figure 1).

Products from PSNERP have direct and indirect benefits to ESRP. Development of Valued Ecosystem Components (VEC) white papers provided an overview of available science for project development and outreach. Development of anticipated Management Measure white papers will clarify criteria for project selection and contracting, and identify knowledge gaps that can be filled through analysis of the ESRP portfolio. The Strategic Needs Assessment Report (SNAR) will be used for screening project proposals based on their ability to target identified ecosystem impairment in alignment with science-driven ecosystem restoration principles.

We anticipate that PSNERP plan formulation will further inform ESRP portfolio development. Through this process of parallel development, ESRP provides a framework for coordinating state and federal resources and a testing ground for developing project implementation practices that support ecosystem restoration.

*Figure 1 – Diagram of relationship between ESRP and the Nearshore Partnership. PSNERP and ESRP Teams interact with each other and engage science and implementation teams to perform project work, reporting to the Steering Committee, which reports and acts under guidance from the Executive Committee. All work groups are imbedded in regional stakeholder networks.*



## Constraints and Opportunities

Estuary and Salmon Restoration Program's structure reflects the constraints and opportunities of its inception. ESRP has been developed under the guidance of the Nearshore Partnership, which has served as a representative forum for a broader restoration community. Our overriding shared interest has been to build an effective and efficient way of investing public funds in nearshore ecosystem restoration and protection.

### **Opportunities:**

- \* Networking and resource sharing within the Puget Sound Nearshore Partnership
- \* ESRP Team affiliation with diverse resource agencies and organizations
- \* Lessons learned from associated regional and national grant programs
- \* Existing organizational and policy infrastructure developed for salmon recovery
- \* The emerging regional strategy being advanced by the Puget Sound Nearshore Ecosystem Restoration Project (PSNERP)
- \* Increased focus on Puget Sound recovery provided by the Puget Sound Partnership.

### **Constraints:**

- Absence of administrative resources
- Absence of a completed nearshore strategic needs assessment.
- Uncertainty of future appropriation

## ESRP Staffing

A staff of four individuals, representing a sum of approximately 1.6 full time employees, has been gathered at Washington Department of Fish and Wildlife through multiple interagency agreements. Other members of the Nearshore Partnership are seasonally engaged in project review and evaluation. In April 2007, an 80% FTE was engaged as acting program manager to support program development under a contract with NOAA Restoration Center. This temporary staffing arrangement will expire at the end of the state 2009 fiscal year.

## Restoration Community Network

While over 87 entities have developed projects in the nearshore database, three locally based organizations allow the ESRP program to engage a broad swath of the voluntary restoration community:

- \* Puget Sound Lead Entities and Watershed Leads
- \* Puget Sound Marine Resource Committees
- \* WDFW's Watershed Stewards

In addition ESRP actively supports the development of the Puget Sound Partnership, and its action plan approach, and will continue refining and reporting ESRP work in the evolving context of regional ecosystem recovery planning.

## Decision Making

ESRP decisions are made by WDFW consent, consistent with its statutory authority. WDFW has deferred to the Puget Sound Nearshore Partnership for policy development and endorsement of the Annual Spending Plan. ESRP staff consults with Nearshore Partnership Implementation and Science Teams to develop policy, and presents recommendations to the Steering Committee for approval. The Nearshore Partnership Executive Committee endorses critical decisions including final funding recommendations, and provides direction for subsequent work at semi-annual meetings.

## Program Language

Given the complexity of the Puget Sound nearshore ecosystem, the Nearshore Partnership has developed a lexicon of terms and concepts to define its conceptual approach:

<b>Change Analysis</b>	The method being used by PSNERP for comparing historic conditions to current conditions to predict the extent and character of ecosystem impairment based on change in shoreline type, as well as shoreline, buffer, and watershed development.
<b>Conceptual Model</b>	A diagram and/or narrative that predicts the relationship between proposed actions, ecosystem dynamics, and desired changes in ecosystem goods and services. A conceptual model should include all factors anticipated to affect outcome, including those outside the control of the proposed action.
<b>Feasibility Study (for PSNERP)</b>	The USACE document to be published at the end of the General Investigation that will describe a solution set of prioritized restoration and protections actions that will be forwarded to the U.S. Congress for inclusion in a Water Resources Development Act (WRDA).
<b>Future without Project (FWoP)</b>	The USACE must consider a ‘no action’ alternative among its potential restoration strategies. The Future without Project analysis supports identification of possible future conditions in Puget Sound by analyzing stressors under different scenarios.
<b>Lead Entity</b>	Local watershed groups devoted to salmon recovery. Each lead entity combines local science and social values to identify salmon recovery projects that are submitted annually to the Salmon Recovery Funding Board for funding. There are 14 lead entities in Puget Sound.
<b>Management Measures</b>	A classification system containing approximately 20 restoration or protection treatments like dike removal or armor modification. Each project combines a discrete set of management measures to achieve restoration goals.
<b>Marine Resource Committee</b>	Each county that borders marine waters of Puget Sound may establish a marine resource committee. The mission of MRC’s is to address, utilizing sound science, the needs of the marine ecosystem and make prioritized recommendations for additional measures that might be necessary to enhance protection of marine resources.
<b>Nearshore Project Database</b>	A database managed by WDFW, containing projects and project information critical for evaluating the project as part of a nearshore ecosystem restoration strategy. To qualify for ESRP funding a project must be identified in the Nearshore Database.
<b>Nearshore Typology</b>	An approach for dividing the Puget Sound nearshore ecosystem into units of shoreline based principally on the geomorphic processes that form and sustain habitat structure. At the broadest level, the typology is used to divide the nearshore

into rocky shorelines, beaches, protected inlets, and river deltas.

<b>Portfolio Project</b>	Projects that entered an ESRP competition with feasibility complete may become part of the ‘Strategic Portfolio’. Portfolio projects that make progress and continue to leverage federal and private resources may request funding for additional project tasks. These requests can be made without a project engaging in another regional competition—their initial competition establishes their ‘place in line’ as a project of regional priority. These returning ‘Portfolio’ projects use a separate process for presenting requests for funds, focused on evidence of substantial progress and disclosure of additional budget information.
<b>Project Enhancement</b>	Activities added to a proposed project scope of work, or contracted in support of a project, designed to provide benefits to future restoration planning and implementation. To date enhancements have focused on project evaluation and outreach.
<b>Strategic Needs Assessment Report</b>	The SNAR is a spatially explicit Puget Sound-wide problem statement resulting from interpretation of Change Analysis outputs. This is a pivotal interim work product anticipated in calendar year 2008.
<b>Tiers of Impairment</b>	Change analysis analyzes four kinds of likely ecosystem impairment. The first tier catalogs cases where earthwork has fundamentally changed the nature of shoreline. Three additional tiers describe development of the shoreline, the buffering uplands, and the associated watershed that impairs ecosystem processes or services.
<b>Valued Ecosystem Components</b>	VECs are a list of nine charismatic nearshore ecosystem components chosen to illustrate and communicate the diversity and interconnectedness of the nearshore ecosystem: nearshore forests, shorebirds, shellfish, great blue heron, juvenile Pacific salmon, beaches and bluffs, orcas, kelp and eelgrass, and forage fish.

## Section 2 – Guiding Principles

With a staff and network built on the shoulders of salmon recovery, elements of ESRP have been inspired by a continuum of grant making systems. While ESRP projects support salmon recovery, the goal of ESRP is nearshore ecosystem recovery. The following principles guide program development:

1. **Align with ecosystem recovery science**
2. **Award funds based on competitive processes**
3. **Contract phased project delivery**
4. **Acknowledge and address uncertainty**
5. **Leverage local, private and federal investment**
6. **Engage local restoration capacity**
7. **Systematically increase program efficiency**

Available public investments are limited, and the task of nearshore ecosystem restoration is formidable. ESRP provides a model for combining grant making with strategic planning to meet this challenge. On-the-ground projects are evaluated to test and refine strategic assumptions. Lessons learned improve future investment.<sup>1/</sup> Align work with nearshore ecosystem recovery science

We perceive a need to use ESRP funds to advance a strategic approach to nearshore ecosystem protection and restoration. Early funding cycles have relied on existing regional assessments. Our goal is to identify and deliver projects based on a comprehensive, sound-wide nearshore ecosystem restoration strategy. ESRP staff maintains a high level of interaction with analytical teams assembled by WDFW, the U.S. Army Corps of Engineers, and the Nearshore Partnership to complete the Puget Sound Nearshore Ecosystem Restoration Project. This interaction is used to inform project selection, develop scope, identify project development needs, and identify project enhancements. ESRP provides a testing ground for ecosystem restoration concepts, a stock of projects for the development of prioritization and evaluation methods, as well as an incubator for the development of new restoration strategies.

### **2/ Award funds based on competitive processes**

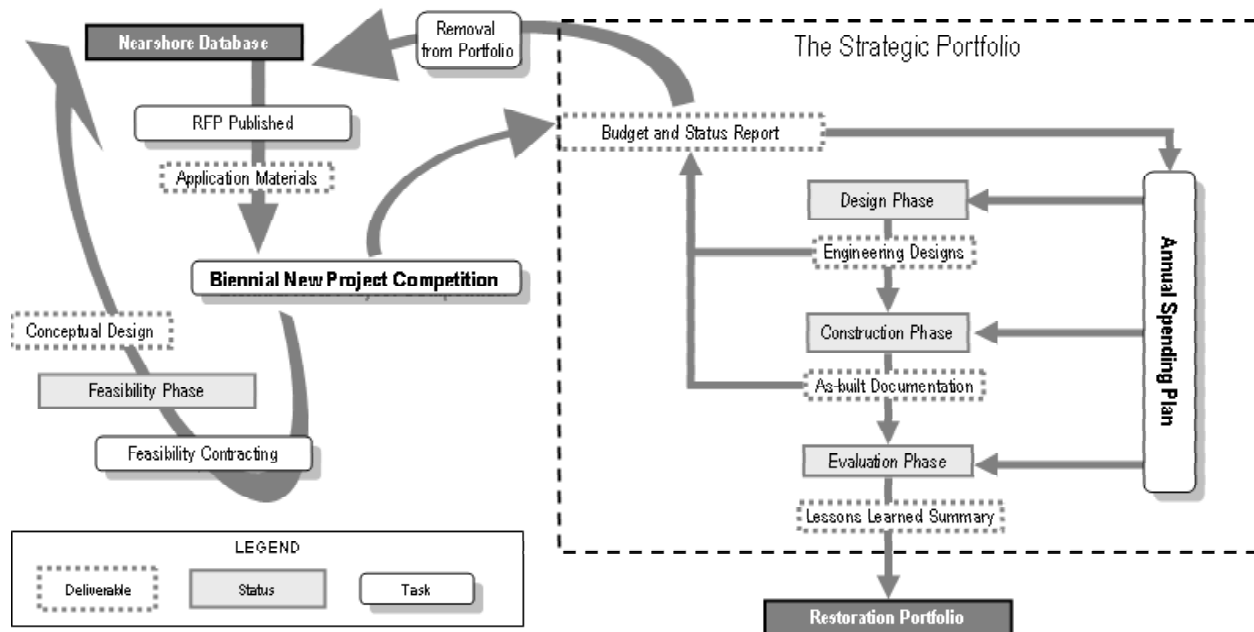
Project proposals are compared based on their cost and likelihood of addressing high priority ecosystem impairment. Technical project comparison using criteria-based peer review results in a ranked list of projects that is not reordered, although funding and scope may be modified in development of a final spending plan. The criteria used for ranking are made available to

sponsors as part of the RFP process. Technical ranking and final spending plan development is documented in an administrative record.

### 3/ Contract phased project delivery

Nearshore projects are typically complex and may involve multiple stages of development and implementation. It can be difficult to define accurate costs and schedules at early stages. The public benefits from high standards of project assessment and design. ESRP provides funds incrementally and only for immediate project phases. ESRP negotiates contracts based on a schedule of deliverables, holding sponsors accountable for adequate assessment and conceptual design to build a continuous supply of well-conceived construction actions ready for public investment. In return for these demands, ESRP project managers review their portfolios for progress on an annual basis, rewarding effective project management and fund raising with continued financial support, without requiring participation in regional competitions to re-evaluate project importance (Figure 2).

**Figure 2 – Program processes and project lifecycle.** This figure describes the movement of projects from the Nearshore Database of potential projects (top left) to a completed restoration portfolio (bottom right). The two principle decision points in an ESRP project’s lifecycle are at a biennial strategic competition (middle left) where potential projects are ranked, and during annual spending plan development (far right) where available resources are allocated. Once part of the strategic portfolio, projects need only to demonstrate substantial progress to be considered for continued support. In lieu of the full competitive proposal required for the strategic competition, “portfolio” projects need only provide a status and budget report for consideration as part of an annual spending plan.



### 4/ Acknowledge and address uncertainty

Ecosystem restoration is complex and involves risk. ESRP focuses portfolio development on two project types: 1) projects where there is a high level of confidence in cost-effective sustained ecosystem benefits, and 2) projects where experimentation and monitoring can substantially reduce future uncertainty and improve project effectiveness and efficiency. Technical development in the restoration community is dependent on investment of public funds. ESRP collaborates with the Nearshore Science Team and the Restoration Community to identify opportunities where additional investment in project evaluation can improve restoration practice or strategy. Investment in enhancements is based on the confluence of three criteria:

- ★ where there are uncertainties about project outcome that potentially undermine sustained ecosystem benefit,
- ★ where project-scale evaluation can effectively resolve those uncertainties, and
- ★ where resolution of these uncertainties can lead to a change in practical decision making that increases ecosystem benefits.

In support of this systematic development of restoration theory, proposal evaluation is substantially based on evaluating site-specific conceptual models of anticipated ecosystem response to proposed restoration actions. Project implementation is well documented to support retrospective analysis. Projects are implemented as part of an integrated stewardship and learning strategy which seeks to optimize the contributions of each project to sustained ecosystem recovery, and the knowledge base that supports efficient recovery.

## 5/ Leverage local, private, and federal investment

Restoration and protection funding is overwhelmingly provided by public sources, and ESRP is dependant on state capital bonds. ESRP focuses its attention on two sources of financial leverage: 1) leverage of private funds through private cash match and in-kind service donation, and 2) leverage of federal resources to amplify state and local spending. This goal is attained through development of funding partnerships, and favorably ranking of proposals that have secured other federal or private leverage throughout the project lifecycle. Eligibility requirements may be set by statutory authorities.

## 6/ Increase local restoration capacity

Restoration planning is entirely dependent on the capacity of a local and increasingly specialized restoration community. Salmon Recovery and the Salmon Recovery Funding Board (SRFB) built and has been supported by the Lead Entity network. We anticipate that Marine Resource Committees may provide a similar role for other living marine resources. Project funding must sustain and support local restoration infrastructure or we will undermine our capacity to complete high quality restoration. ESRP will maintain strong relationships with the Puget Sound Partnership, Lead Entities, Marine Resource Committees, Fishery Enhancement Groups, Conservation Districts, Tribes, Environmental NGOs and other local practitioners for the purposes of defining community needs and supporting a robust and dynamic restoration industry that can support ecosystem recovery. Proposals that demonstrate alignment with local planning, have benefited from interdisciplinary scientific review, and enjoy local support are favorably ranked.

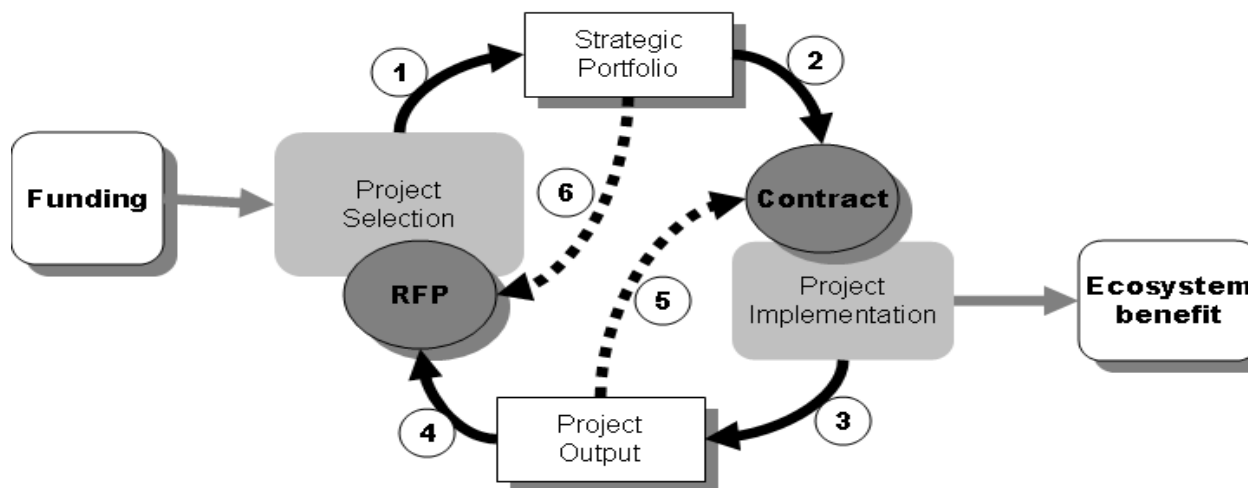
## 7/ Systematically increase program efficiency

The challenge of ESRP is to maximize the resources directly applied to nearshore ecosystem restoration and protection. Toward this end we aim to minimize administrative activity that does not support ecosystem benefit, while recognizing the importance of science-driven planning and prioritization, accountability, and capacity building as a critical component of the conservation effort. Programmatic goals include:

- ★ Efficient use of information technology to support project review, communication, and documentation, while minimizing operation and maintenance of non-critical information systems.
- ★ Coordination with project proponents and other funding sources to deliver state funds through a single contracting process, coordinate deliverables among funders, reduce progress reporting superfluous to project activities, simplify match requirements, and implement other measures that reduce administrative costs.
- ★ Facilitate development of best industry practices through information sharing and improving networking among restoration practitioners.

While Program activity fundamentally revolves around management of RFP's and contracts (Figure 3), the central goal of program work is to maximize ecosystem benefit, which is only achieved through on-the-ground action. Therefore it is important to regularly evaluate the costs and benefits of all program activity in terms of short- and long-term leverage of ecosystem benefit.

**Figure 3 -- Conceptual Model of core ESRP program activity.** Principle work involves selection through RFP's and implementation through contracts. Project selection results in a strategic portfolio (1) from where contracts are developed that lead to project implementation (2). In addition to ecosystem benefits, project implementation produces project outputs (3). Learning from project outputs informs both future RFP and contract activity (4 and 5), while examination of portfolio composition influences the target of solicitations (6).



## Section 3 – Project Selection and Award Procedures

The ESRP system involves two separate proposal evaluation tracks that are integrated into a single annual spending plan:

1. “new projects” that have not been through an ESRP competition or are seeking feasibility funding must engage in a regional criteria-based, peer-review competition, and
2. “portfolio projects” that have completed feasibility *and* have competed well for funding based on the results of that feasibility, may request additional phased funding through a streamlined status and budget review.

ESRP provides phased funding based on evidence that the proponent can complete work phases described within a limited performance period. However, “portfolio projects” that make progress and continue to leverage resources have the opportunity to be considered for additional funding without having to re-compete with a full proposal in a regional competition.

Clearly defined status categories are critical to this system of phased funding. All projects are divided into four status categories based a natural cycle of project development. ESRP typically makes awards to complete the current project phase and advance to the next status category. Sometimes simple projects with solid budgets and schedules may be funded for more phases. Our goal is to maximize the efficiency of public funding by insuring that investment of funds quickly results in measurable progress. When a high priority project is completed, our goals are reached regardless of which particular public funds pay for which phase of project development.

Project funding is implemented through an eleven-step sequence in an on-year/off-year cycle. Steps one through five, and step seven occur once every two years, and generates a ranked list of potential new projects in preparation for a state biennial budget:

1. Review Stewardship and Learning Strategy
2. Review Proposal Review Methodology
3. Engage Practitioner Community
4. Close Nearshore Project Database
5. Publish Request for Proposals (RFP)
6. Complete Portfolio Project Ranking
7. Conduct Competitive Ranking for New Projects
8. Develop Enhancement Proposals
9. Develop Annual Spending Plan
10. Execute Contracts
11. Review Deliverables

Following step eleven, those projects that have earned ‘portfolio status’ and showing good progress may return to step six, seeking additional funding during ‘off year’ spending plan development. The final step of project evaluation and stewardship occurs at a more programmatic scale, consistent with the [\*stewardship and learning strategy\*](#).

Each step involves a series of tasks, is based on key policy documents, and generates outputs necessary for subsequent steps. Each step is described in greater detail hereafter along with associated key policy and decision products. This portfolio development sequence is further dependent on data management and communications infrastructure, the development and maintenance of which is described in [Section 5 – Program Task Breakdown](#).

## STEP 1: Review Stewardship and Learning Strategy

*ESRP Staff coordinates development and review of Stewardship and Learning Strategy based on best available science and restoration community engagement. Central to project-based learning are adaptive management objectives, which are a set of high priority uncertainties that affect project effectiveness and efficiency that can be tested through project work. Long-term effectiveness of habitat investments are protected through legal and voluntary mechanisms that ensure likelihood of stewardship. Stewardship and learning are managed in conjunction through an integrated strategy.*

### [Appendix A. Stewardship and Learning Strategy](#)

ESRP pursues a stewardship and learning strategy that incorporates project selection criteria, contracting methods, project and programmatic evaluation procedures, outreach, and information management systems to provide a high value service to the restoration community. This strategy includes five elements:

- 1) development and funding of adaptive management objectives through project enhancements,
- 2) on-line publication of project documentation,
- 3) third-party rapid assessment of completed projects,
- 4) voluntary and legal protective measures, and
- 5) restoration community development workshops.

## STEP 2: Review Proposal Evaluation Methodology

*ESRP staff debrief past project evaluation processes with applicants, reviewers and the Nearshore Partnership. Based on these analyses, changes to the ESRP approach and policy documents are developed in consultation with Implementation and Science Teams. Results of that effort are provided to the Steering Committee for review. Lead Entities, Marine Resource Committees and the Puget Sound Partnership, which comprise the core restoration community network, are represented through Steering Committee Review. The following documents contain core proposal review methodology:*

### [Appendix B. NOAA Community-based Nearshore Restoration Fund](#)

Through interagency agreements, WDFW has developed relationships with other funders that allow for joint funding of projects of shared interest. The first of these interagency agreements has been developed with the National Oceanic and Atmospheric Association's Restoration Center. Through the NOAA Nearshore Fund, Federal and State resources are combined to implement on-the-ground restoration activities that engage communities. Additional eligibility criteria and review processes are developed as part of this partnership to govern distribution of NOAA funds across the ESRP Annual Spending Plan.

### [Appendix C. Project Scoping Guidelines](#)

Project scoping guidelines assist applicants in developing proposals that contain a single discrete restoration or protection 'project'. Creating a standard for project definition improves our ability to

evaluate status, track progress, and compare costs and benefits among proposals. Project scoping guidelines are used to identify a final ‘whole project scope’ at the end of proposal negotiation to be included in an Annual Spending Plan.

#### **Appendix D. Project Status Categories**

A project is assigned to a status category based on work completed to date. A critical threshold is completion of feasibility and an associated conceptual design. Projects with feasibility complete can be further divided into projects that are in design, implementation, or evaluation phases. These categories define the deliverables that document project work. Proposal reviewers evaluate evidence to confirm proposed project status. The first task of a contract is to document completion of previous phases.

#### **Appendix E. New Project Ranking Criteria**

New projects are evaluated by a technical review team using criteria that compare potential benefits to likely costs. Benefit analysis considers likelihood of self-sustained outcomes in alignment with regional goals, as well as potential for learning and public outreach. Cost considers whole project cost including potential for leverage and risks of project failure. The project ranking is maintained throughout the portfolio development process. Project ranking criteria are a critical expression of program goals.

#### **Appendix F. Portfolio Ranking Criteria**

Once a project has completed feasibility and received phased funding for design, construction, or evaluation phases, it may be classified as a ‘portfolio project’ and receive special consideration for continued funding. Prioritization of funding portfolio projects is based on completion of planned work, readiness to proceed, financial leverage opportunities, urgency of funding need, as well as the strategic rank which carries over from new project ranking. The allocation of available funds between new projects and portfolio projects is a critical policy decision by the Steering Committee that occurs during development of the *Annual Spending Plan*.

### STEP 3: Engage Practitioner Community

*ESRP staff distributes program information and facilitates sub-regional workshops with the restoration community to describe changes to program procedures, timing of the grant making process, and program objectives for the next round of grants.*

*At least one venue is visited for each Puget Sound Action Area, and dates are broadly disseminated to Lead Entities, Watershed Leads, Watershed Stewards, Marine Resource Committees and past ESRP workshop attendees, as well as past grant applicants and recipients.*

*ESRP workshops additionally provide an opportunity to provide PSNERP product updates, solicit recommendations for peer-reviewers, and solicit additions to Adaptive Management Objectives.*

### STEP 4: Close Nearshore Project Database

*Following informational workshops, project proponents complete updates to the Nearshore Project Database. Projects must be found in the Nearshore Project Database to qualify for ESRP funding. ESRP works in coordination with PSNERP and WDFW’s Habitat Work Schedule to develop and maintain a common data architecture that supports the advancement of regional ecosystem protection and restoration planning.*

## **Appendix G. Nearshore Project Data Architecture**

The Nearshore Database is a list of potential restoration and protection actions. Each record contains data essential for analyzing the scale and distribution and characteristics of potential restoration and protection activity in Puget Sound. For a project to be eligible for ESRP funding it must be identified in the Nearshore Database. Critical project data contact information, project status, a description of the character and scale of benefits, and an estimate of costs.

### **STEP 5: Publish Request for New Proposals (RFP)**

*ESRP staff assemble and distribute a request for detailed project proposals for any of the projects listed in the Nearshore Database, identified by the project sponsor.*

*The Request for Proposals contains a detailed description of the review process and policy documents that will inform that review, including: eligibility criteria, project scoping guidelines, status categories, new project ranking criteria, portfolio ranking criteria, adaptive management objectives.*

*The RFP contains guidance on the format and content of an application, including project data sheets, and a budget worksheet.*

### **STEP 6: Complete Portfolio Project Ranking**

*Parallel to Step 5, project sponsors with projects that have qualified as part of the ESRP portfolio receive a request for a Status and Budget Report. This request asks about the status of contracted tasks, and readiness to complete additional tasks, and any changes to projects scope.*

*Following receipt of Status and Budget materials, Project Managers in consultation with the Implementation Team use [Portfolio Ranking Criteria](#) to rank funding requests and complete the following evaluation steps:*

- 1. Has the project changed scope such that costs or benefits represented in the original project definition have substantially changed? If this is found to be true the project may be removed from the portfolio and recommended for re-competition, based on the new project definition. Project definition is memorialized through delivery of feasibility products, particularly assessment of constraints, the scope of the project conceptual design, and the conceptual model of ecosystem benefits based on that conceptual design.*
- 2. What is the status of the project based on existing contractual obligations?*
- 3. What is the recommended funding level and scope of work for contract amendment?*
- 4. If the recommended scope of work differs from the proposal, what is the justification for the change?*

*Portfolio membership simplifies application, but does not insure continued funding. Portfolio projects are subject to competitive review and evaluation at each subsequent funding request. A Portfolio Review Report is prepared describing funding and scope recommendations and is delivered to the Steering Committee. Portfolio project funding is integrated with new project funding as part of the Annual Spending Plan.*

## STEP 7: Conduct Competitive Ranking for New Projects

*ESRP staff facilitate technical review of new project proposals, supervise production of a ranked list, and facilitate production of a Implementation Team New Project Review Report based on reviewer scoring and comments. Additional details governing a particular RFP review are described in the RFP text.*

*Review groups are organized to provide diverse reviewer perspective and expertise, and reviewers complete a conference discussion prior to submitting final score based on [new project ranking criteria](#). A mean rank statistic is used to normalize reviewer scoring, resulting in a project technical ranking that is maintained throughout subsequent portfolio development.*

*Scores, comments and recommendations provided by technical reviewers are compiled and queried to produce a project ranking report delivered from the Implementation Team to the Steering Committee to enable informed decision-making by preserving the detailed substance of technical review.*

### **[Appendix H. Reviewer Packet](#)**

Each reviewer receives a packet including guidance, a conflict of interest statement, a review score sheet, and a block of proposals. Before completing project technical review, each reviewer is trained in ranking criteria. Reviewers participate in a conference discussion and then provide scores, comments, and recommendations that are used for project ranking and in developing Annual Spending Plans.

## STEP 8: Develop Enhancement Proposals

*ESRP Staff will evaluate projects and develop project enhancements to increase local restoration capacity and meet adaptive management objectives. Current enhancement objectives are memorialized in the Request for Proposals.*

*ESRP staff work in conjunction with the Nearshore Science Team to review proposals for monitoring and outreach to identify high value opportunities among new and portfolio projects, consistent with [guiding principles](#) and [adaptive management objectives](#).*

*Project enhancements may be implemented by a willing and able project sponsor, or by a third party through a successive contracting process. Enhancement development results in a ranked list of proposed enhancements that are integrated into the annual spending plan, associated with those projects for which the enhancements were designed.*

## STEP 9: Develop Annual Spending Plan

*ESRP staff and the Implementation Team facilitate Steering Committee development of a spending plan that identifies the final award and scope for each high-ranking project. This decision document is the basis for contracting. To establish final project scope and funding level recommendation, ESRP staff and the Implementation Team systematically investigate unresolved issues raised during technical review. Recommendations for modifying project scope are made consistent with [Project Scoping Guidelines](#).*

*The annual spending plan integrates three project lists: the New Project Ranking Report, the Portfolio Ranking Report, and the Enhancement Proposal. The three lists are combined into*

*a single spending plan that apportions available funds between old projects, new projects, and enhancements, based on an assessment by the Steering Committee of maximum benefit.*

*ESRP staff consults this spending plan to develop project contract details, including identification of any additional project partners required for enhancements. A final spending plan is proposed to the Nearshore Partnership Steering Committee based on available funds. The final Annual Spending Plan contains:*

- \* A ranked lists of funding actions,*
- \* A final whole project scope, a funding scope of work, and a full project budget worksheet for each project in the ranked list likely to be funded, and*
- \* Justification for any modification to proposal scope or budget*

## STEP 10: Execute Contracts

*WDFW uses the Spending Plan to enter into agreements with applicants, funding partners, or enhancement partners to complete restoration and protection actions.*

### **Appendix I. Contracting Documents**

WDFW maintains a set of documents that are used to rapidly develop contracts consistent with program guiding principles. This contracting package includes:

- \* An Award Letter* – documenting the award decision.
- \* A Grant Agreement* – defining agency and sponsor responsibilities.
- \* Statement of Work Template* – used to generate a final scope, schedule, and budget, consistent with project status categories and the program principle of phased funding.
- \* Standard Terms and Conditions* – to manage risk to WDFW and control expenditure of public funds.
- \* A Reimbursement Manual* – to clarify policy regarding invoicing, cost documentation, and payment.
- \* Special Provisions for Land Acquisition* – to govern transaction that include land title or rights.
- \* Deed of Right* – a legal document that grants the state rights concerning conservation of habitat functions on a parcel.

## STEP 11: Review Deliverables

*ESRP Staff reviews deliverables for consistency with the grant agreement and maintains an administrative record.*

*In addition to decision and financial documentation, a project record contains a series of electronic documents defined in the project statement of work, that provide for a publicly accessible record of the protection or restoration action. The following documents are typical over a project lifecycle:*

- \* feasibility report and conceptual design*
- \* design submitted for permitting with agency response*
- \* monitoring and adaptive management plan*
- \* bid plans and specifications*

- \* *complete construction ‘as-built’ report*
- \* *digital photo-documentation*
- \* *stewardship and maintenance plan*
- \* *monitoring report*
- \* *lessons learned report*
- \* *third-party project evaluations*

## STEP 12: Support Stewardship and Learning

*ESRP staff work in collaboration with project and enhancement partners to share project outcome consistent with the ESRP Stewardship and Learning Strategy.*

## Section 4 – How to Apply for ESRP funds

The specific schedule, limitations, requirements and procedures for applying to receive ESRP funds are described in a biennial Request for Proposals. This section provides additional background to give applicants more general information about what they might expect before, during, and after an ESRP application process.

The following seven steps describe a typical project lifecycle:

**Step 1 – Maintain Projects in the Nearshore Database and Attend Workshops**

**Step 2 – Prepare Competitive Applications**

**Step 3 – Negotiate Final Award and Review Contract**

**Step 4 – Complete Project Work**

**Step 5 – Make Streamlined Request for Supplemental Awards**

**Step 6 – Close Project**

**Step 7 – Provide Critique to ESRP Staff**

**STEP**  
**1**

### Maintain Projects in the Nearshore Database and Attend Workshops

For a proposal to be considered for funding it must be entered into the Nearshore Project Database. The Nearshore Database contains basic project information that allows ESRP to:

- ★ describe the potential demand for funds for Puget Sound restoration and protection,
- ★ compare proposed actions to assessments of nearshore ecosystem protection and restoration needs, identifying gaps in the potential project portfolio, and
- ★ search for project types and locations in alignment with regional strategies or particularly funding sources for the purpose of supporting project development.

ESRP staff conduct a series of Puget Sound outreach workshops, to present the status of regional planning and introduce the ESRP funding opportunity to potential sponsors. Workshop attendees and primary contacts in the nearshore database automatically receive funding announcements and other communications.

### Review Project Scoping Guidelines

*Project.scoping.guidelines* aim to create a shared definition of ‘project’ that supports peer-review, and regional cost/benefit analysis. Projects that enter ESRP competitions that fundamentally conflict with these scoping guidelines are likely to be modified as part of award negotiation.

## **Consult PSNERP Guiding Principles**

ESRP uses the framework and language of the *Puget Sound Nearshore Ecosystem Restoration Project*, to organize the population of protection and restoration projects. We depend on project sponsors to suggest how their project fits into the Nearshore Partnership's system of *management measures*, *shore types*, and *project status categories*.

ESRP implements the process-based ecosystem protection and restoration strategies of the Nearshore Partnership. These protection and restoration principles are described in the *Nearshore Partnership's technical reports*. These principles focus sponsors on developing actions that restore historic nearshore ecosystem processes that will form and maintain nearshore habitat structures and functions. A premium is placed on clear analysis of the diverse factors that will affect habitat benefits. We anticipate that in accordance with best ecological restoration practice, practitioners develop a conceptual model of how project actions will affect ecosystem processes and functions and result in a change in ecosystem goods and services. That model is used to evaluate ecosystem benefit and uncertainty, and that uncertainty is the basis for any project evaluation.

## **Consider Adaptive Management Objectives**

ESRP publishes a list of *Adaptive Management Objectives* in its annual RFP as part of its stewardship and learning strategy. These objectives are uncertainties that may affect achieving ecosystem protection and restoration, and can be resolved through analysis and experimentation at the project scale, or among a suite of projects. Consider whether projects can potentially support Adaptive Management Objectives.

### **STEP**

## **2**

## **Prepare and Submit Competitive Applications**

ESRP conducts one competition for new projects every two years through a Request for Proposals, preparing a list of potential projects in advance of each new 'odd year' biennial budget. It is important to read and understand the RFP. Some funds are reserved for 'even years' for the purpose of leveraging federal investment, or other fund sources that operate an annual cycle, and meet the needs of projects that are ready for supplemental funding. This on-year-off-year cycle results in a series of annual spending plans, with large odd-year spending plans at the beginning of the state budget biennium, and small even-year spending plans in time with the federal fiscal year.

ESRP will fund projects at all stages of development, but demands that substantial and demonstrable progress be made for each award. An award need not result in implementation, but phased funding still considers the costs and benefits of whole projects. *New Project Ranking Criteria* define how ESRP values whole projects. Applicant's technical staff are encouraged to review ranking criteria and consider how their own projects rate.

ESRP turns applications into a ranked list using a criteria-based peer-review process. A pool of project reviewers is assembled from within the Nearshore Partnership community into multidisciplinary technical review teams. Each review team reviews a block of projects, conducts a discussion of findings, and submits final scores and recommendations to ESRP staff.

Reviewers all receive a pre-review training. That training instructs reviewers to examine each proposal for evidence that the project will meet the ranking criteria. Reviewers are instructed to give no points for projects where no such project-specific evidence can be found. Bias is

controlled by training reviewers in the use of the criteria, the scoring rubric, and the evidence-based approach, averaging scores among diverse reviewers, and standardizing scores using a rank parameter.

### **Define the Whole Project Scope and Location**

A competitive proposal should very quickly identify the full scope, schedule, and budget of the proposed action and locate the boundaries of project work in terms of the physical landscape and property boundaries. County level GIS data is available on-line for [Clallam](#), [Jefferson](#), [Kitsap](#), [King](#), [Whatcom](#), [Skagit](#), [Snohomish](#), [Pierce](#), [Thurston](#), [Mason](#), and [San Juan](#) counties. Washington Department of Ecology's [Coastal Atlas](#) provides a wide range of data to support project context including current drift cell predictions, and local wetland distribution. University of Washington's [River History Project](#) serves historic shoreline maps, and the point no point treaty council has produced an analysis of [coastal wetland change in Hood Canal](#). We assume that assessing historic, current and potential future conditions, and identifying the precise location and extent of project work are typical tasks completed early in the development of science-based restoration projects. A whole project budget worksheet and datasheet are critical parts of an application that describe the use of [management measures](#), and the anticipated costs of the project through its lifecycle.

### **Conceptual Models**

We request that proponents present a 'conceptual model' of how project actions affect ecosystem processes and structures resulting in increased ecosystem goods and services. We anticipate that your conceptual model will summarize the specific characteristics of your project site and the goals and objectives of your proposed actions. Conceptual models should account for uncertainty that may substantially affect project outcome including factors outside of the control of the practitioners. Well over a quarter of project ranking points are based on the ability of your conceptual framework to predict project effectiveness, and the degree to which it is supported by high-quality observations and assessments of site, neighborhood, and landscape conditions.

### **Project Budget Worksheet**

Applicants vary widely in how they present project budgets in proposals. ESRP has a project budget worksheet that presents whole project costs, in terms of project tasks and object class, and identifies the status of the sponsors funding strategy. This worksheet must be supported by narrative and/or other supporting materials that justify task costs. Additional budget detail is welcome, but the project budget worksheet and narrative are required.

Project funding is typically limited to what the sponsor can commit to accomplishing within an approximately two year award period, with the understanding that the initial award may be amended to include additional tasks should the project win a supplemental award through a portfolio review competition. In this way we demand that projects commit to a clear scope, schedule, and budget, and in return ESRP will work with partners to bring high-value projects to completion by streamlining subsequent award competition. Please note that phased funding and portfolio membership does not insure subsequent funding, and sponsors incur all risks of costs and commitments made before award notification.

## Waiver of Retroactivity for Acquisition

Property Rights Acquisition for protection of nearshore habitats often requires taking advantage of acquisition opportunities that are not necessarily aligned with grant review schedules. ESRP has adopted a ‘waiver of retroactivity’ procedure as practiced by Washington Recreation and Conservation Office and as specified in the RCO/SRFB Acquiring Land: Policies (March 8, 2007) that allows acquisition costs incurred prior to award notification and contracting to be eligible for reimbursement under specific circumstances.

STEP

3

### Negotiate Final Award and Review Contract

Proposals are placed in rank order based exclusively on the results of criteria-based peer-review projects. Implementation and Science Teams work from top-ranked project down, study reviewer recommendations, and investigate project details to recommend a final project scope and funding for each proposal. ESRP project managers may request additional details related to readiness and project need. The results of this negotiation will conclude with Steering Committee ratifying an Annual Spending Plan. That spending plan will justify any final adjustment of funding level and establish a whole project scope consistent with [project scoping guidance](#).

While final project funding level and scope may change between the proposal and the final spending plan, the rank order of proposals, as established by criteria-based peer-review does not change. The final agreement language will be based on [contracting templates](#) aligned with the schedule and budget described in the final [project budget worksheet](#).

An ESRP contract proposal will arrive in the mail consistent with the award negotiation. When the project is signed and returned the project will become active and reimbursement requests can be submitted consistent with contract scope and terms.

STEP

4

### Complete Project Work

ESRP contracts are built around tasks, a schedule, and a budget that advances a protection or restoration action through one or more [status categories](#). ESRP award contracts do not require ‘progress reports’ but rather schedule the delivery of progress. Task work is reimbursable and requires cost documentation.

Deliverables associated with each task provide a meaningful record of project work.

Our goal has been to define deliverables that would typically be produced over the course of a high-quality science-based restoration or protection effort, both to encourage such practice, as well as reduce additional administrative costs not supportive of best restoration/protection practice. Project deliverables are published by ESRP to provide a public record of restoration activity.

We expect sponsors to discuss any slippage in schedule that with their assigned ESRP project manager. We allow some adjustment of costs between tasks to support flexible project management. We retain 15% of project costs pending completion of contract requirements consistent with negotiated scope of work.

STEP

5

### Make Streamlined Request for Supplemental Award

Projects that entered an ESRP competition with feasibility complete, and receive an award for post-feasibility tasks may become part of the ‘ERSP Portfolio’. Portfolio projects may request funding for additional project tasks without participating in a regional competition—their initial competition establishes their status as a project of regional priority. These returning ‘ESRP Portfolio’ projects use a separate process for presenting requests for funds. Membership in the ESRP Portfolio does not assure a project of continued funding. Projects that deviate substantially in scope must re-enter competition to re-establish their Portfolio status.

The purpose of the Portfolio system is to support phased funding of project work, while providing a mechanism for continuing to advance regional priorities to completion. In this way, ESRP can optimize the amount of project work supported by limited funds within a given grant period. In addition, if unexpected sources of funds are identified, portfolio projects can be quickly advanced by the Nearshore Partnership.

The request for a ‘status and budget update’ is conducted parallel to new project review. All portfolio projects are compared to each other, ranked, and finally integrated into a single list as part of an annual spending plan. A variety of situations may lead to a project be removed from the project portfolio, as described in [portfolio ranking criteria](#).

STEP

6

### Close Project

At the close of the project, the sponsor will have completed their scope of work, provided deliverables, and provided cost documentation for reimbursement. A piece of this project closure is a ‘lessons learned report’. This brief document contains basic statistics about the project, as well as key lessons related to planning, design, execution and evaluation of management measures employed on the site.

This report serves as a capstone to project work in support of the restoration community.

STEP

7

### Provide Critique to ESRP Staff

At any point in the process, ESRP staff and leadership maintain an open door for dialog or critique. We cannot solve all problems—however we take seriously our duty to wisely invest funds in Puget Sound protection and restoration and our obligation to future generations who benefit from ecosystem health, and will continue the work of ecological stewardship.

Please understand our [guiding principles](#), and if we stray from that commitment, or if you discover ways we can better meet these goals, please don’t hesitate to contact us. Our commitment to ecosystem recovery is also a commitment to a community of restoration and protection practice that requires focus, humility, and continued learning.

## Section 5 – Program Task Breakdown

While portfolio development and management are the core of ESRP activities, ESRP staff manage a range of tasks that make the program possible and contribute to restoration community capacity. Work areas and tasks are aligned with program *guiding principles*. The following six work areas provide a framework for labor allocation and work plan development:

- \* *Information Technology*
- \* *Proposal Evaluation and Spending Plan Development*
- \* *Award Distribution*
- \* *Enhancement and Evaluation*
- \* *Partnership Development*
- \* *Outreach and Communication*

### A. Information Technology

*Staff will develop and support information systems that support ecosystem recovery planning and reduce administrative costs of program activities and reporting through automation and data management.*

#### **1. Staff will continue to identify and develop best use of available knowledge and information technology**

We will develop an independent and streamlined use of three potential databases for the purposes of portfolio management. We will carefully evaluate data management needs to determine how to parse data between systems to minimize duplicative and excessive data management. PRISM will be evaluated and tested as a web accessible interface between project sponsors, ESRP project managers, and the restoration community. CAPS will be used to manage a minimum of data necessary for WDFW contract implementation.

#### **2. Migration to Habitat Work Schedule**

We will maintain the nearshore database and ensure a seamless transfer of potential project inventory data and functions to Ekosystem platform. This transfer will develop the capacity of this on-line tool to describe nearshore restoration consistent with PSNERP planning needs. ESRP project data will be used to test nearshore data architecture for the Ekosystem platform as it is developed to support the Nearshore Project Database.

#### **3. Competition Support**

Between a potential project list, and contract management tools, ESRP will develop a fluid system of PDF forms and spreadsheets to gather and manage proposal data. This technology will be tested in the 2008 RFP.

### B. Proposal Evaluation and Spending Plan Development

*ESRP Staff will continue to develop a peer-review, criteria-based process for identifying the highest priority projects that are anticipated to provide exemplary and sustained protection*

*and restoration of ecosystem processes. Spending plans will be developed to implement phased delivery while supporting local restoration capacity, addressing uncertainty, and leveraging private and federal investment.*

#### **4. Policy Review**

We are pursuing a review and revision of ~~project selection and award procedures~~ for consistency with ~~program guiding principles~~. Policy review will use Implementation Team and Steering Committee for draft work, and allow for review by the restoration community.

#### **5. 2008 Round and Spending Plan**

The 2009 project competition and spending plan development will be conducted based on a final program strategy and guidance document that will be summarized the 2008 RFP.

### **C. Award Distribution**

*ESRP project managers will collaborate with WDFW contracting staff to execute agreements with selected project sponsors.*

#### **6. Contracting Standards**

ESRP staff in collaboration with WDFW contracting staff will finalize a grant manual and associated award package documents. We will document an agreement on contracting needs and performance expectations that will guide and streamline contracting procedures.

#### **7. Remaining 2007-09 State Budget Awards**

2008 is an 'even-year' spending plan. Funds remaining from the 2007-09 state capital budget and the 2008 NOAA Partnership award will be distributed to projects based on the rank order identified in the 2007 new project ranking.

#### **8. 2009-11 State Budget Awards**

The next anticipated distribution will be the 2009 Spending Plan, following the 2008 RFP and will distribute a substantial portion of the 2009-11 state capital budget (with a projected appropriation of \$28M), the 2009 federal budget (driven by the NOAA community-based appropriation), and any additional partnership funds generated hereafter.

### **D. Enhancement and Evaluation**

*ESRP Staff will evaluate projects and implement project enhancements to increase local restoration capacity and address uncertainty. ESRP staff and the Nearshore Partnership will develop a programmatic review process to systematically increase program effectiveness.*

#### **9. Stewardship and Learning Strategy**

ESRP staff will collaborate with the Nearshore Science and Implementation Teams to identify a first round of adaptive management objectives to implement under a 2008 RFP. Objectives will be grouped by management measure and largely solicited through ESRP outreach workshops, including wood waste BMP development, river delta monitoring pilot projects, and Shoreline Armoring Workgroup activities.

## **10. Programmatic Performance**

ESRP staff will identify performance criteria that can be used to set goals and evaluate performance of program procedures and outputs, in relation to program costs.

## **11. Project Rapid Assessment Methods**

Pending operational funding ESRP staff will work with monitoring workgroup and practitioners to develop management measure-driven rapid project assessment methods, and calibrate these methods to existing project documentation deliverables.

## **E. Partnership Development**

*ESRP Staff will develop and implement agreements that allow for coordination of funds and expertise between programs implementing Nearshore Restoration in Puget Sound.*

### **12. NOAA Partnership**

Support of the NOAA partnership includes development of publicity events, preparation of progress and financial reports as well as informal updates, work plan development, and support for NEPA review.

### **13. Partnership Development**

We will continue dialog with Salmon Recovery Funding Board, Northwest Straits Commission, U.S. Fish and Wildlife's Coastal Program, U.S. Army Corps of Engineers Puget Sound and Adjacent Waters Program, The Alliance for Puget Sound Shorelines, Puget Sound Partnership, and other local entities with substantial programmatic restoration resources, to identify opportunities to increase efficiency and leverage federal and private investment.

## **F. Outreach and Communications**

*ESRP Staff will maintain clear communications across the Nearshore Partnership, and develop efficient conduits for presenting program activities with regional stakeholders.*

### **14. Nearshore Partnership Workgroups**

The ESRP Program Manager provides monthly reports to Steering committee, and uses the Implementation Team to support project selection and review policy options. ESRP will continue to develop direct collaboration with the Nearshore Science Team in improving project selection and developing learning opportunities through implementation of protection and restoration actions.

### **15. Website**

ESRP information and resource materials are distributed via the nearshore partnership website ([www.pugetsoundnearshore.org](http://www.pugetsoundnearshore.org)). Staff will periodically review and update content for accuracy and usability.

### **16. Year End Report**

ESRP staff will publish an annual end of year report that presents program status and initiatives as well as the progress of funding activities, which will be available on the above web site.

## **17. Stakeholder Outreach**

Collaboration with Lead Entities/Watershed Leads and Marine Resource Committees is considered fundamental to ESRP maintaining a close alignment with real needs of the restoration community. ESRP staff will lead timely briefings and discussions with these stakeholder groups.

# Estuary and Salmon Restoration Program

Program Strategy and Guidance

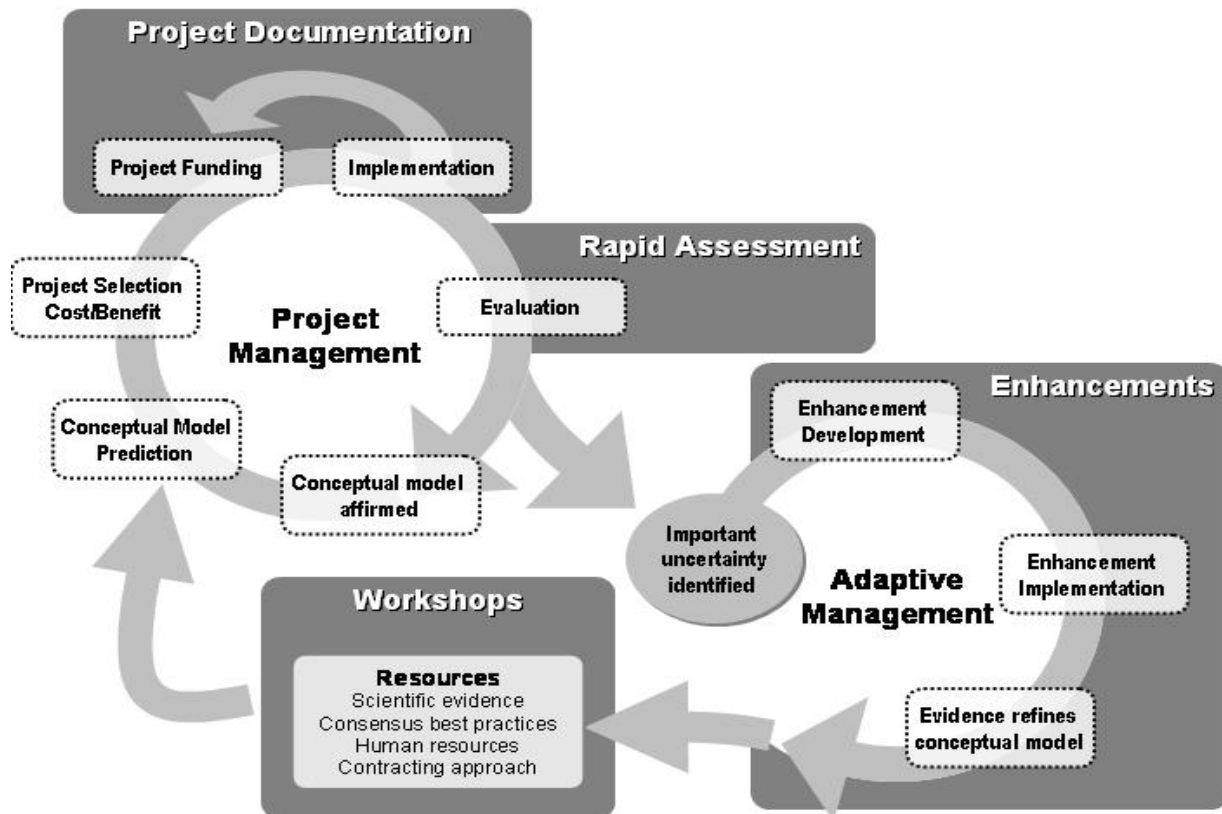
## Appendices

# Appendix A - Stewardship and Learning Strategy

Development of long-term stewardship and learning strategies is critical for optimizing and protecting public investment in ecosystem restoration. Estuary and Salmon Restoration Program (ESRP) is in a pivotal position to support stewardship and learning in the Puget Sound nearshore restoration community. ESRP project selection can target high value learning opportunities. Contracting methods can facilitate experimental design and technical dialog among a diverse community of practice. Portfolio evaluation can identify patterns of efficiency and effectiveness among multiple projects. Through an annual outreach process ESRP has a high profile in the practitioner community with the opportunity to collect and transfer ideas and knowledge.

The ESRP Learning Strategy is summarized schematically in Figure A1.

**Figure A1 – Schematic diagram of ESRP Learning Strategy.** The project management cycle selects and implements actions based on conceptual model predictions. Project actions are documented, and then evaluated through a rapid assessment method. Rapid assessment either affirms the conceptual model, or identifies uncertainties that are affecting anticipated benefits, potentially triggering adaptive management. Enhancements are developed for the highest priority adaptive management objectives, and incorporated into the project management cycle through collaborative workshops that build the capacity of the community of practice.



The ESRP Stewardship and Learning strategy uses five mutually reinforcing components:

1. **Publish on-line project documentation** to stimulate technical documentation and exchange among projects.
2. **Support stewardship strategies** that develop mechanisms for long-term protection of ecosystems.
3. **Complete project rapid assessments** to provide critical analysis of outcome among a portfolio of projects
4. **Meet adaptive management objectives through project enhancements** that increase project efficiency and effectiveness by reducing uncertainty.
5. **Implement technical development workshops** to engage the restoration community in the improvement of restoration practice and ESRP policy.

We believe that this multifaceted and flexible approach to project evaluation and enhancement is necessary to develop grant making into a tactical asset that best serves ecosystem restoration. Such a system, when combined with the ESRP contracting approach, maintains a high level of project documentation and accountability while providing more long-term benefits than uniform quantitative project performance measurement, by meeting community-based learning and stewardship needs that build capacity in the restoration community.

## Publish On-line Project Documentation

Based on the ESRP *standard.scope.of.work.template*, we archive deliverables from funded projects. These deliverables reflect the strategies and learning of individual project practitioners. These deliverables are web published, allowing practitioners to review the work of their peers. Specifically contracts delivery of 3-7 page ‘lessons learned’ product that summarizes the project strategy and itemizes noteworthy observations for the benefit of other restoration practitioners.

Delivery and publication of project documentation is intended to replace and improve on the traditional practice of ‘progress reporting’. Commitment to a delivery schedules, and sharing of technical products puts the impetus for performance on the practitioner and generates a public record subject to evaluation.

## Support Stewardship Strategies

ESRP preferentially funds the protection of intact systems, or restoration of impaired sites to a self-sustaining condition. Investments in ecosystems are vulnerable to degradation and require the development of stewardship strategies. At core, stewardship strategies must resolve a fundamental economic issue—habitat only generates revenue indirectly and over long periods of time. To protect restoration investments, stewardship must occur at both the project and landscape scales.

Community-based stewardship can support protracted but subtle restoration treatments, reduce the risk of future impairment. However, implementation of stewardship requires resources, and ultimately some legal recourse for preventing conversion of protected or restored habitat.

ESRP supports of stewardship by 1) evaluating stewardship strategies during project review and preferentially funding projects with clear stewardship planning, 2) requiring stewardship planning as part of restoration project implementation, and 3) supporting restoration community

development workshops for the purposes of developing viable stewardship strategies that protect public restoration investment, and facilitating the public and private institutional structures necessary to support those strategies.

### Complete Project Rapid Assessments

Nearshore systems are dynamic, complex, and naturally subject to disturbance—a most difficult context for collecting data. Qualitative assessments by interdisciplinary staff can provide rapid evaluation of a broad range of site characteristics at a lower cost than robust data collection. In ecological research, strong qualitative observations typically precede quantitative analysis of a phenomena—inexpensive and standardized data collection is unlikely to generate meaningful ecological findings.

ESRP employs a two stage approach to project evaluation. Rapid assessments are used to broadly evaluate project performance. ESRP will develop an independent interdisciplinary semi-quantitative analysis of project effectiveness that considers *shore.type* and *management measure* to serve as the initial step in project evaluation. Such methods have been trusted for management of state wetland resources (as per WA wetland rating system), and so should 1) provide an adequate basis for evaluation of voluntary restoration, 2) conserve resources that can be applied to strategic quantitative analyses, and 3) would be generated as part of a system of professional observation that produces secondary benefits to a community of practice.

The results of rapid assessment are likely to suggest important uncertainties that can be resolved with more robust quantitative investigations. For the purpose of increasing restoration effectiveness and efficiency, these uncertainties would inform development of adaptive management objectives that direct development of ‘project enhancements’ that sample an appropriate population of sites, with adequate replication, control, robust parameter estimation, conceptual models, analysis of confounding factors, and other considerations native to productive ecological research.

### Meet Adaptive Management Objectives with Project Enhancements

ESRP develops adaptive management objectives in consultation with the practitioner community, the Nearshore Science Team, based on literature review and rapid project assessment results. High-priority adaptive management objectives are selected based on the *guiding principle* that we acknowledge and address uncertainty. Enhancements are developed by comparing high priority adaptive management objectives to the suite of available project work. Alignment between project work and adaptive management objectives indicates where proposals for project enhancement should be developed. Increasingly, adaptive management objectives will be used to prompt development of early action projects that provide high-value learning opportunities.

Following comparison of adaptive management objectives and potential project work, ESRP staff then work with sponsors and the nearshore partnership to define draft enhancement scope. Enhancements typically involve using money to increase the expertise and labor available for a project to generate a specific useful product or tool. This additional enhancement work can occur at any point in project development, and may be completed by project sponsors or a third party depending on an analysis of capacity, and potential for conflict of interest.

Enhancements are ranked based on their potential importance to restoration practice. Specifically, program *guiding principles* suggest selecting enhancements that meet the following criteria:

- ★ where there are uncertainties about project outcome that potentially undermine sustained ecosystem benefit,
- ★ where project-scale evaluation can effectively resolve those uncertainties, and
- ★ where resolution of these uncertainties can lead to a change in practical decision making that increases ecosystem benefits.

When investing in knowledge, it is important to consider the end use of that knowledge. The ESRP program has two opportunities to put knowledge to use: 1) to affect project selection, and 2) to affect contractual agreements (Section 2, figure 3). ESRP project selection is completed through a criteria-driven peer-review process. Thus enhancement products support practitioners in evaluating:

- ★ management measures in relation to their relative position in the landscape,
- ★ the likelihood of resource benefits given the predicted magnitude of change in process or structure,
- ★ the likelihood of sustained process or structure change in relation to the proposed scope of work, and
- ★ the ability of proposed evaluation strategies in detecting project effects.

Enhancement products may also affect development of contract scope by identifying:

- ★ standard monitoring procedures that allow for project comparison,
- ★ best construction practices for specific management measures and settings, and
- ★ best methods for assessing site-specific factors that might confound project effectiveness.

### Implement Technical Development Workshops

Based on the cumulative output of the ESRP stewardship and learning strategy, we will create opportunities for technical education across the restoration community. This knowledge transfer is bi-directional -- practitioners educate planners about the realities of project. Planners educate practitioners about the results of large-scale ecosystem assessment. Scientists educate practitioners about observed and predicted patterns of ecosystem function related to restoration and protection, while practitioners teach scientists about nuance in design and implementation that may be controlling ecological outcome.

A funding program, with its responsibility for effective investment of public funds, broad portfolio of projects, linkages to regional planning, and broad audience of practitioners, is a natural nexus for facilitating the development and transfer of knowledge. The workshop format currently used for outreach at the beginning of an RFP process is a natural vehicle for some kinds of information transfer. ESRP staff will continue to identify and develop communication tools that make best use of available knowledge and information technology.

## Appendix B – NOAA Community-based Nearshore Restoration Fund

A portion of the annual ESRP distribution is allocated through a partnership between WDFW and NOAA’s Restoration Center. This NOAA Nearshore Restoration Fund will be considered for projects that meet the following additional criteria:

1. Funding will result in completion of an implementation phase within the grant period.
2. Projects must present “no significant impacts to the human environment” as determined by a programmatic NEPA review conducted by NOAA Restoration Center, or may be required to complete additional NEPA review.

Projects that are eligible for NOAA funding will receive a mix of state and federal funds. Funds will be awarded based on a modified rank determined by adding up to 25 additional points to the ESRP technical ranking score using the following criteria as applied by NOAA staff.

Pts	Criteria	Definition	Evidence
10	NOAA Trust Resources	The project will provide direct benefits to NOAA Trust resources	NOAA trust species receiving direct benefits from project actions are listed.
10	Community-based Restoration	The project will result in high visibility involvement of local communities and leadership in restoration activities.	Clear plan for public relations and volunteer engagement, supported by scope and budget.
5	Measurable Performance	The project will leverage substantial non-federal match, and project results are quantifiable into acres and volunteer count and hours.	Dedicated and secured non-federal match source identified in budget table. Performance measures clearly defined.

## Appendix C -- Project Scoping Guidelines

ESRP proposes the following definition of the word **project** for the purpose of clarifying proposal review and cost/benefit analysis of restoration and protection projects:

1. A restoration **project** contains a minimum of four phases of project work including feasibility, design, construction and evaluation, such that project work begins with an assessment and design process and ends in evaluation of project outcomes. Initial phases may be brief, or may be complete at the time of application and ranking.
  - a. A restoration **project** contains a 'single discrete restoration treatment' that may combine multiple **management measures**. A restoration **project**;
    - i. is based on a set of clear goals and objectives regarding restoration of specifically identified ecosystem processes and structures,
    - ii. has clearly defined spatial boundaries of proposed work,
    - iii. occurs over a finite period of time, even if phased,
    - iv. only combines acquisition and restoration where acquisition is completed for the purpose of allowing restoration (i.e. an 'acquire and restore' project.) In this case, the acquisition is necessary however ecosystem benefit is related to restoration potential. In these cases the restoration action must be fully described and assessed, as it bears the burden of justifying project benefits.
2. A protection **project** may require three phases of project work: parcel identification, negotiation, and closing, although initial phases may be complete at the time of application and ranking.
  - a. An acquisition **project** is a protection method for reducing losses to identified ecosystem goods and services through fee simple, conservation easement purchases of property, or other and may combine multiple management measures. An acquisition **project**;
    - i. is based on a clear set of goals and objectives regarding the protection of specifically identified ecosystem processes,
    - ii. has clearly defined legal boundaries for property to be purchased in perpetuity,
    - iii. occurs over a finite period of time, even if phased,
    - iv. identifies its contribution to ecosystem processes in the project vicinity specifically addressing its connection with other protected and/or restored properties.

The purpose of project scoping guidelines are to:

- ❑ create a consistent definition of **project** that supports competitive comparison of cost and benefits,

- ❑ control ‘scope creep’ while allowing for incremental funding of multiple project phases, and
- ❑ support objective assessment of project portfolios through a regional planning process.

These scoping guidelines are used at three points in development of an ESRP Annual Spending Plan to:

1. help project sponsors to develop proposals that contain single *projects* based on this ESRP definition,
2. guide Nearshore Implementation Teams recommendation for *final project scope*, which may modify draft proposal scope, and
3. justify Nearshore Partnership Steering Committee recommendations for *final project scope*, which defines the project both for initial contracting and in subsequent funding decisions as part of the ESRP project portfolio.

Completing ecosystem restoration in the dynamic nearshore environment will likely require a portfolio of *projects* implemented across a landscape that combine to achieve cumulative effects. For the purpose of evaluating and assembling these portfolios, we find it useful to use a more constrained definition of *project*.

Throughout the review process, we reserve the right to substantially modify or split off elements of proposals that contain:

1. divergent treatments that are substantially different in goals, boundaries or timing, that appear to have been combined for the purpose of fundraising, or
2. management measures that are at very different phases of development, such that there is substantial differences in likely benefits and uncertainties among proposal elements.

Through the ESRP review process, the project scope as defined in a proposal may be modified to arrive at a **final award scope** included in the annual spending plan. **Final award scope** may be greater than or less than project scope proposed in the draft proposal. Final scope is memorialized as part of the grant contract, both in a narrative project description, and through a completed budget table, thereby amending the draft scope presented in the proposal.

Despite it’s ranking, a project may be skipped over in a particular Spending Plan for a variety of reasons. To maintain a high level of transparency in Spending Plan development, all changes to proposed scope are linked to one of a set of acceptable reasons for scope change, as determined by the Nearshore Partnership Steering Committee, and presented in the following table:

**Table B1 – Decision framework for defining ‘whole project scope’** -- The rationale-based decision framework allows for transparency in decision making, and serves as a social contract within the Nearshore Partnership that reduces opportunities for attempting to re-rank project priorities based on political patronage systems.

Action	Rationale
<b>Pass over project this round to...</b>	<ol style="list-style-type: none"> <li>1. (<i>other funding source</i>) ...allow or encourage funding by another more appropriate source, better aligned with project goals.</li> <li>2. (<i>not ready</i>) ...avoid design or feasibility issues that are anticipated to strongly affect ecosystem benefits or implementation timing that cannot be expediently resolved through contract negotiation.</li> </ol>

	<ol style="list-style-type: none"> <li>3. (<i>not process-based</i>) ...only fund projects most consistent with a process-based ecosystem restoration approach.</li> <li>4. (<i>ineligible</i>) ...enforce eligibility criteria not identified through technical review.</li> </ol>
<b>Increase scope of work to...</b>	<ol style="list-style-type: none"> <li>5. (<i>case study</i>) ...contract a deliverable that will improve assessment, design, and implementation of future projects.</li> <li>6. (<i>collaboration</i>) ...advance best restoration and protection practices by mandating dialog between planners, project managers, contractors, and scientists.</li> <li>7. (<i>outreach</i>) ...implement an outreach program that advances visibility of nearshore ecosystem restoration.</li> </ol>
<b>Reduce scope of work to...</b>	<ol style="list-style-type: none"> <li>8. (<i>scale back</i>) ...implement a subset of those project elements as justified by rationales 1 through 4.</li> </ol>
<b>Modify funding level to...</b>	<ol style="list-style-type: none"> <li>9. (<i>trim</i>) ...where final project scope can be implemented at a lower level of funding than proposed, typically accompanied by a reduced scope of work.</li> <li>10. (<i>enhance</i>) ...to implement a increase in scope as described above.</li> <li>11. (<i>widen impact</i>) ...allow funding of additional projects within spending plan.</li> </ol>

## Appendix D -- Project Status Categories

Estuary and Salmon Restoration Program uses formal ‘status categories’ to sort projects into phases and systematically fund them through completion. Projects are typically funded to complete one or perhaps two phases based on evidence of readiness and potential progress of a project prior to the next funding cycle. Typically projects that have not completed feasibility are not funded beyond the feasibility phase, unless feasibility needs are minor and not anticipated to affect project scope.

Restoration design can be iterative, where you end up having to revisit assessments or conceptual design when you encounter challenges in design development. The status of a complicated project may need to be clarified through dialog with the project partner. Complex projects may have multiple cycles of design and construction following completion of feasibility.

Definition of *whole project scope*, as formalized in the Spending Plan, provides further clarification of status categories by identifying the extent and goals of a project. Project readiness is evaluated based on evidence of readiness described below. We ask proponents to identify a whole project scope and identify project status in terms of these status categories.

### Restoration Status Categories

<b>Feasibility Phase</b>	
<b>Criterion</b>	A site has been identified that has a high likelihood of ecological impairment and where restoration is likely to be effective, and where access and protection are likely to be secured. Feasibility work is necessary to assess the site, define the restoration strategy, or secure site access. Feasibility phase ends with completion of assessment and conceptual design, and secured site access.
<b>Evidence of Readiness</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Map of project boundaries showing parcel boundaries.</li> <li><input type="checkbox"/> Current ownership of all affected parcels and status of access agreements.</li> <li><input type="checkbox"/> An available professional report of the existence of important ecological impairment or risk.</li> <li><input type="checkbox"/> List of site-specific risks and issues likely to affect design.</li> <li><input type="checkbox"/> List of project stakeholders and their positions and concerns.</li> <li><input type="checkbox"/> General goals driving conceptual design.</li> <li><input type="checkbox"/> A scope, schedule and budget for completing assessment and conceptual design.</li> </ul>

Design and Permitting Phase	
<b>Criteria</b>	<p>Feasibility is complete. The sponsor has access to the parcel(s), has assessed site conditions, and has selected a conceptual design from among alternatives based on a conceptual model of ecosystem dynamics that predicts project outcome. The design phase ends with production of documents necessary for construction and evaluation, with either permits or perhaps bid-ready construction documents in hand.</p>
<b>Evidence of Readiness</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Completed <i>site assessment</i> evaluates factors that will affect design and engineering including:                             <ul style="list-style-type: none"> <li>○ change from historic condition,</li> <li>○ dominant geomorphic processes controlling habitat formation and maintenance and identified reference sites,</li> <li>○ site restrictions and conflicting uses including naturally occurring and anthropogenic stressors,</li> <li>○ dynamics of key species present, and</li> <li>○ off site effects in relation to surrounding resources and processes.</li> </ul> </li> <li><input type="checkbox"/> Completed <i>conceptual design</i> including:                             <ul style="list-style-type: none"> <li>○ quantified estimates of proposed management measures,</li> <li>○ spatial extent of work site,</li> <li>○ rationale for selection of conceptual design compared to viable alternatives, and</li> <li>○ opportunities for learning from project outcome.</li> </ul> </li> <li><input type="checkbox"/> Completed conceptual model listing predicted ecological outcome, factors affecting outcome, and certainty of predictions.</li> <li><input type="checkbox"/> Project goals, objectives and a draft evaluation strategy.</li> <li><input type="checkbox"/> Site access agreement and a strategy for long-term protection.</li> </ul>

<b>Implementation Phase</b>	
<b>Criteria</b>	Permits have been received, and perhaps bid documents are ready. A fairly accurate estimate of construction costs has been developed based on a specific plan set and is ready to secure the labor and expertise to complete implementation. The implementation phase ends with documentation of the ‘as-built’ treatment and contracting for any maintenance needs.
<b>Evidence of Readiness</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Demonstrated experience managing the scale or scope of construction contracts necessary for implementation.</li> <li><input type="checkbox"/> An engineers construction estimate completed permits and concurrences, and perhaps bid ready construction documents.</li> <li><input type="checkbox"/> Completed monitoring, maintenance, and adaptive management plan.</li> <li><input type="checkbox"/> Final site access agreement.</li> </ul>

<b>Evaluation Phase</b>	
<b>Criteria</b>	The project has either completed construction or has secured all resources necessary for construction and is seeking additional resources to complete project evaluation. The evaluation phase ends with publication of a project evaluation that contributes to regional restoration capacity.
<b>Evidence of Readiness</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Either a funded implementation plan or as-built documentation potentially supported by pre-construction monitoring.</li> <li><input type="checkbox"/> A monitoring and adaptive management plan including:                             <ul style="list-style-type: none"> <li>○ A conceptual model detailing relationships to be evaluated through modeling.</li> <li>○ A scope and schedule for a qualitative monitoring strategy including project photo-documentation and visual inspection.</li> <li>○ Hypotheses to be tested through quantitative monitoring, descriptions of the parameters to be estimated, and the temporal and spatial patterns that may affect their accurate and precise measurement or estimation.</li> <li>○ A clear sampling plan that includes frequency, duration, intensity and planned method of statistical data analysis, and identification of reference and control sites.</li> <li>○ A scope and schedule describing how qualitative or quantitative observations will trigger management actions or reporting.</li> <li>○ A description of the staff expertise required to complete monitoring, and how that expertise will be secured for the project.</li> <li>○ A description of the products that will be generated from monitoring and an anticipated delivery schedule.</li> </ul> </li> </ul>

## Acquisition Status Categories

The following alternate status categories are used for projects where the goal is to acquire an interest in real estate for the purpose of habitat protection. No evaluation phase has been identified for acquisition projects at this time.

<b>Parcel Identification Phase</b>	
<b>Criteria</b>	The project will lead to identification of specific parcels to be proposed for acquisition. This phase may include early landowner contact to determine landowner willingness to sell. The parcel identification phase is completed with identification of a specific parcel(s), a population of landowners showing willingness to negotiate, and site visits to evaluate any outstanding issues related to negotiation.
<b>Evidence of Readiness</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> The spatial extent of parcel identification</li> <li><input type="checkbox"/> Specific protection goals and a prioritization framework</li> <li><input type="checkbox"/> Consistency with regional protections strategy.</li> </ul>

<b>Negotiation Phase</b>	
<b>Criteria</b>	The project is ready to begin active negotiations with landowner(s) for properties that are for sale. A title report and appraisal (or formal opinion of value) has been secured. An environmental site assessment and any other necessary survey work are in process or completed. The negotiation phase ends with an agreement that provides control of one or more properties.
<b>Evidence of Readiness</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> "Proof of listing", a "Letter of Intent" or a "notice of fair market value" acknowledged by the landowner should be provided.</li> <li><input type="checkbox"/> Scope and schedule for pre-agreement diligence to be completed.</li> </ul>

<b>Closing Phase</b>	
<b>Criteria</b>	An agreement has been signed, a closing date has been set and there is very little uncertainty about purchase. An option or purchase and sale agreement has been obtained. Closing ends with acquisition of property rights.
<b>Evidence of Readiness</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> A purchase option, or purchase and sale agreement signed by the seller.</li> <li><input type="checkbox"/> A strategy for long-term disposition and protection of the parcel.</li> <li><input type="checkbox"/> A scope and schedule of pre-closing diligence to be completed.</li> <li><input type="checkbox"/> A valid appraisal and title report.</li> </ul>

## Appendix E -- New Project Ranking Criteria

Project ranking criteria are intended to both guide proposal development, and support consistent proposal review and analysis. Reviewers look for specific evidence that the proposed project meets the criteria. The scoring rubric is guided by both the criteria definition and a suggested list of evidence that allows a proposal to meet the criteria. The following rubric is used when scoring a proposal to a given criterion:

Guidelines for Scoring	Maximum Score
There is no evidence that the proposed project will meet the criterion.	<b>0 pts</b>
Evidence weakly supports some elements of the criterion.	<b>1 pts</b>
Evidence weakly supports all elements of the criterion or strongly supports some elements of the criterion.	<b>50%</b>
Evidence strongly supports all elements of the criterion.	<b>100%</b>

Pts	#	Criteria	Definition	Evidence
30	1	<b>ECOLOGICAL IMPORTANCE</b>	<i>The Project targets recovery of ecosystem processes and functions</i>	<i>The proposal predicts treatment outcomes by referencing published and peer-reviewed work.</i>
9	1a	<b>Priority Habitats</b>	The project will protect or restore processes that are critical to the long-term maintenance and development of priority habitat functions/systems as demonstrated by a regional assessment or plan.	Ideal projects are identified in both large-scale and local assessments that prioritize actions based on diverse ecosystem benefits. The assessment's opinion of proposed work is explicitly described.
7	1b	<b>Habitat Linkages</b>	The project is positioned in the landscape to maximize benefits of restoration or protection by restoring or maintaining linkages between ecosystems.	Specific position and extent of proposed work, is defined using maps. Relevant supporting projects are also located. Hypothesized relationships between project work and surrounding ecosystems are listed, explicitly described, and linked to cited assessments or research.
8	1c	<b>Self-sustaining processes</b>	The project is designed to minimize the need for ongoing maintenance or intervention to sustain nearshore functions.	All factors that could substantially affect long-term sustainability of proposed benefits are listed and addressed. Such factors could include operations and maintenance, surrounding natural and anthropogenic stressors and processes, and uncertainty in management measures.
3	1d	<b>At Risk Species</b>	Long-term project benefits will be realized for populations currently managed as 'at risk' by state or federal authorities.	'At risk' species whose populations are expected to benefit are listed, their 'at risk' status identified, and direct benefits are supported by the conceptual model.

# Appendix E – New Project Ranking Criteria

Pts	#	Criteria	Definition	Evidence
3	1e	<b>Information Gap</b>	The project design and subsequent evaluation of outcomes will fill an information gap critical to increase effectiveness and predictability of nearshore ecosystem restoration or protection. (e.g. CHIPS Research Plan link below)	Hypotheses that will be answered by the proposed work are explicitly listed. Information gained is relevant based on ESRP adaptive management objectives.
30	2	<b>TECHNICAL MERIT</b>	<i>The project will result in the desired outcomes.</i>	<i>Prediction of project outcome considers all important factors.</i>
10	2a	<b>Conceptual Model</b>	The project proponent will explain how the proposal will result in restoration or preservation of ecosystem processes, structures and functions.	The conceptual model should consider the manner in which the proposed work will affect the natural interplay of ecosystem structure and process, and make quantitative and qualitative predictions about how change in ecosystem structure and function will affect habitat functions. The model should consider all influential factors specific to the site even if outside the scope of work or control.
4	2b	<b>Interdisciplinary Review</b>	The project design has received and incorporated interdisciplinary scientific review and input. (e.g. a Lead Entity Technical Committee)	The individuals providing review should be identified, the intensity of review described, and specific critiques that caused a change in design should be listed. Review reports may be included as supporting materials.
8	2c	<b>Probability of success</b>	The stated project goals and objectives are likely to be achieved by the proposed action(s). The project design has addressed a wide range of factors that could affect the outcome.	Reviewers must use best professional judgment to reconsider project predictions, determine if risks have been addressed, and evaluate if likely project outcomes have been accurately represented. The restoration action has considered the potential impacts of climate change.
8	2d	<b>Monitoring</b>	The project provides hypothesis-driven monitoring to demonstrate that goals and objectives will be met.	Project performance metrics are listed. Success thresholds are identified. Methods for gathering data or observations are outlined in terms of timing, frequency, duration and intensity. Relative value of quantitative vs. qualitative methods has been considered.
15	3	<b>READINESS</b>	<i>The project will be implemented quickly and effectively</i>	<i>Project status is clearly defined and justified with no indicators of insufficient capacity.</i>
5	3a	<b>Qualifications</b>	The proponent team has the demonstrated skills and capacity to complete the full project scope.	Resume or CV of key staff demonstrate project management experience of similar scope and scale.
5	3b	<b>Record of Success</b>	The proponent team has successfully completed similar projects and is not currently delinquent on any other grant or contract.	Previous awards should be listed, and grant manager contact information provided. Projects where full scope was not delivered under the proposed schedule should be identified. Previous ESRP contracts should be identified by PRISM number.

# Appendix E – New Project Ranking Criteria

Pts	#	Criteria	Definition	Evidence
5	3c	Project Readiness	Projects will be evaluated for readiness as defined within each of the status categories.	Evidence is described in status category readiness evidence. A low score here may indicate a need to renegotiate status, scope, and funding level.
15	4	<b>COST JUSTIFICATION</b>	<i>The project plan maximizes benefits</i>	<i>Cost and benefit are clearly defined for the whole project scope.</i>
5	4a	Cost-effectiveness	The relationship between expected outcomes and total project cost is appropriate for the project location.	The total project cost should be described in the project cost worksheet and compared to typical project costs and benefits.
5	4b	Reasonable Budget	The budget is complete and includes all elements required for successful implementation, including contingency planning, post construction data collection, and maintenance.	A complete ESRP total project cost worksheet describes whole project costs and is supported by a legible budget narrative. Tasks are well defined or consistent with the ESRP Standard Statement of Work.
5	4c	Match	The project leverages private and federal sources of funding to maximize protection and restoration benefits for requested funds.	Secured and pending awards are listed by source, type, and award date. Unsecured whole project needs should be identified.
10	5	<b>PUBLIC SUPPORT</b>	<i>The project will build community support for protection and restoration</i>	<i>Letters of support and concrete outreach goals and objectives are documented.</i>
5	5a	Public Education	The project has a high potential for public education and the proponent has an effective project communications plan.	Resources allocated to outreach should be identified in the budget narrative. Outreach outputs should be listed and included in the scope of work. Number of citizens engaged should be estimated and justified.
5	5b	Partnership	The project actively engages a range of local and regional partners that will support education, technology transfer, and stakeholder participation.	Partnership is evidenced by diverse letters of support.

## Appendix F -- Portfolio Ranking Criteria

ESRP conducts a criteria based peer-review of new projects to identify regional work well aligned with the Nearshore Partnerships ecosystem restoration approach. The goal of ESRP is to make initial investments lead to completed projects, while not over-committing public funds to future phases of work. Toward this end ESRP defines a list of projects for which it makes an annual consideration of status and budget needs to be included in an Annual Spending Plan, without requiring the project sponsor to compete in another regional competition.

Membership in the ESRP Portfolio is not an assurance of funding. While the application process is streamlined, funding is still dependent on competitive evaluation among portfolio projects and across the spending plan. Sponsors bear all risks for commitments or costs incurred prior to signature of a contract.

Portfolio projects are those projects among active contracts that have ranked well in a regional competition with feasibility phase substantially complete, such that the scope of project work and those factors likely to affect project implementation have been subjected to regional competitive review. The Nearshore Partnership Steering Committee evaluates portfolio membership on an annual basis based on ESRP staff recommendations.

Instead of a full proposal, a portfolio project produces a ***Budget and Status Report*** in response to an annual request. These portfolio ranking criteria are intended to support consistent review and ranking of ***funding requests*** provided by partners.

Scoring is conducted by the ESRP project manager, and reviewed by the Nearshore Partnership Implementation Team. For additional phases of funding, projects must still satisfy eligibility criteria, particularly match requirements. Reviewers look for specific evidence that the proposed project meets the following criteria:

Pts	Criteria	Definition	Rubric
5	Enhancement	The project is part of an enhancement plan.	5 points
15	Technical Ranking	The project performed well within its strategic competition.	Top 2% = 15 pts; top 5% = 12 pts; top 10% = 9 pts; top 15% = 6 pts; top 25% = 3 pts
15	Leverage	The project has secured additional matching resources for subsequent phases of work.	3:1 leverage for next phases = 15 pts 2:1 leverage for next phases = 10 pts 1:1 leverage for next phases = 5 pts
15	Readiness	The project has completed proposed work on time and on budget and has provided evidence of readiness to complete subsequent project phases.	on time under budget = 15 pts on time and within budget = 10 pts tasks complete = 5 pts
10	Urgency	Failure to provide additional funding may jepordize initial investments or result in substantial cost increases beyond inflation.	Project may terminate without funding = 10 pts. Project may face substantial cost increases without funding = 5 pts
10	Project type and location	The project type or location has been identified as a high local or regional priority.	local AND regional priority = 10 pts local OR regional priority = 5 pts

In addition to project ranking, the portfolio review team may provide a recommendation to Steering Committee to skip funding based on the 4 ‘pass over project’ criteria provided under [project scoping guidelines](#).

In addition to skipping funding for a round, projects may be removed from portfolio status. Projects removed from the portfolio are welcome to compete for funding in a regional competition.

A project may be removed for any of the following reasons:

- ❑ The scope of the project has changed substantially from the scope proposed and funded through regional competition and as memorialized in whole project scope.
- ❑ The partner has failed to meet WDFW contracting terms, conditions, or requirements or are non-responsive to requests to re-negotiate scope.
- ❑ Information is obtained and verified that indicates that the project partner has substantially misrepresented in the proposal or subsequent communications, project scope, site constraints, whole budget requirements, availability of funds, project status, association with mitigation requirements, or level of local controversy.
- ❑ Subsequent project review indicates that the project will result in natural resource impacts that cannot be avoided and those impacts are not adequately mitigated by project benefits.

## Appendix G -- Nearshore Project Data Architecture

The following data structure is proposed for the Nearshore Database, to be housed in the Ekosystem platform with Habitat Work Schedule.

<b>Group</b>	<b>Fields</b>	<b>Notes</b>
<b>Who</b>	<b>Sponsor identify</b>	<b>Need single point of contact for communication</b>
	<b>mailing info</b>	<b>Formatted for mail merge</b>
	<b>e-mail info</b>	
	<b>association with LE</b>	<b>May include prioritization?</b>
	<b>association with MRC</b>	<b>May include prioritization?</b>
	<b>sponsor type</b>	<b>Federal, Tribal, State, Local, NGO, Private</b>
<b>Location</b>	<b>X/Y coordinate</b>	<b>Preference is for point data identified by sponsor through Ekosystem browser to maintain data quality</b>
	<b>sub-basin/action area</b>	<b>can be derived from X/Y</b>
	<b>legislative district</b>	<b>can be derived from X/Y</b>
	<b>Shipman shoreform</b>	<b>could be derived from X/Y, would require specialized browsing functions and source data, simple to train users in shoreform taxonomy as stopgap.</b>
	<b>Shapefile</b>	<b>Ideal end point is shapefile associated with management measure, with metric derived from shapefile.</b>
<b>What and When</b>	<b>Type</b>	<b>Restoration, Protection, Acquire and Restore</b>
	<b>Management measure</b>	<b>Review list of 20 – Identify subtypes based on goal</b>
	<b>Tier of Impairment</b>	<b>Shore form change, shoreline development, buffer development, watershed development. Track evolution through SNAR development.</b>
	<b>Process restored</b>	<b>Perhaps contained in MM subtype?</b>
	<b>Goals</b>	<b>Perhaps combined into MM sybtype?</b>
	<b>Description</b>	<b>Need control of syntax for maximum value</b>
	<b>Protection Instrument</b>	<b>NGO ownership, deed restriction, easement, contractual</b>
	<b>Status</b>	<b>Proposed, Ongoing, Complete</b>
	<b>Status Category</b>	<b>Feasibility, Design, Implementation, Evaluation, Stewardship</b>
	<b>VECs</b>	<b>May not have analytical value.</b>
<b>Dates</b>	<b>Earliest viable implementation date?</b>	
<b>Logistics</b>	<b>Ownership</b>	<b>Public (Fed), Public (State), Public (Local), Tribal, Private (Entity), Private (Personal)</b>
<b>Financial</b>	<b>Whole project cost</b>	<b>Could be derived from parts</b>
	<b>Source of Estimate</b>	<b>conceptual, engineering, bid</b>
	<b>Construction Cost</b>	<b>Estimated implementation</b>
	<b>A&amp;E costs</b>	<b>Estimated non-implementation</b>
	<b>Total need</b>	<b>Whole project less secured funds</b>
	<b>Secured funds</b>	<b>Resources “in hand” against whole project costs</b>
	<b>Match available</b>	<b>Funds available for accounted match to new funds</b>
	<b>Funding request</b>	<b>Need to complete current phases of work</b>

## Appendix H – Reviewer Packet

### Reviewer Guidance (2007 Sample)

#### **GUIDANCE FOR PROJECT REVIEWERS Puget Sound Nearshore Partnership – 2007 Estuary and Salmon Restoration Program**

Your review packet will arrive on a CD and include a:

- **conflict of interest statement** for you to read, sign, and return with your scores.
- copy of the **RFP** for which the proposals were generated.
- **list of reviewers** showing division into review groups,
- **proposal summary** table for all projects submitted for funding,
- **scoring spreadsheet**, on which to enter your review scores, and
- the **proposals**

#### **CONFLICT OF INTEREST**

As a reviewer you are expected to consider whether you may have a conflict of interest in reviewing each proposal. Please review the attached conflict of interest statement, sign it, and return it with your scores. We need one signed statement per reviewer. We expect you to reclude yourself from scoring proposals where you don't meet the criteria in the conflict of interest statement, or where you believe that your objectivity may be compromised.

#### **SCORING GUIDANCE**

Please read this guidance, the RFP and review criteria before scoring. For each project a proportion of the total possible points are awarded for each criterion. The points under criteria should be guided by the best professional judgment of each evaluator. Proposal authors know that they are responsible for providing all evidence that reviewers should need to provide a professional judgment on the merits of the action proposed for funding. Use the following rubric to improve our scoring consistency. Final assignment of points should reflect your best professional judgement.

- |                     |  |
|---------------------|--|
| <b>Score = 0</b>    | The proposed project does not satisfy any elements of the criteria                                     |
| <b>Score = 1</b>    | The proposed project only weakly satisfy some elements of the criteria                                 |
| <b>Score = 50%</b>  | The proposal and project strongly satisfies some elements OR weakly satisfies all elements of criteria |
| <b>Score = 100%</b> | The proposal and project strongly satisfies ALL elements of criteria                                   |

#### **FOLLOW-UP QUESTIONS TO BE RESOLVED DURING FUNDING NEGOTIATIONS**

While ranking proposals, please make notes of unresolved issues that you think should be resolved if the project enters to advance to funding negotiations. These should include:

- ◆ Information not included in proposals necessary in making professional judgments about project merits.
- ◆ Suggested modifications to project scope that would improve the project in alignment with criteria.
- ◆ Budget elements that require clarification.

- ◆ Factors that could potentially delay project implementation
- ◆ Opportunities for hypothesis testing that would allow a project to provide useful feedback for future restoration planning or design.

### **SUGGESTIONS FOR REVIEW**

- ◆ In some cases you will be asked to review a proposal for feasibility or design that will not result in construction. It is important to clearly understand the ‘funded action’ that you are evaluating. When evaluating criteria 1 ,2, and 5 involving Importance, technical merit and public support, consider predominantly the merit of the full project should it come to construction. When evaluating criteria 3 and 4, involving readiness, and budget, consider predominantly that set of actions that are proposed to be completed under the terms of the award.
- ◆ While scoring is a critical part of identifying which projects we will pursue for funding, project specific comments, critique and suggestions will provide critical support for completing funding negotiations and giving feedback to un-funded proponents. I cannot overstate the value of precise comments on proposal content.

## Conflict of Interest Statement (2007 sample)

### PUGET SOUND NEARSHORE PARTNERSHIP CONFLICT-OF-INTEREST STATEMENT FOR 2007 ESRP REVIEWERS

1. While reviewing proposals for the Puget Sound Nearshore Partnership, you must remain aware of potential conflicts of interest or the appearance of the impairment of objectivity. Please read the examples of potentially biasing affiliations or relationships listed in fine print below.
2. If your designation gives you access to information not generally available to the public, you must not use that information for your personal benefit or make it available for the personal benefit of any other individual or organization. This may include economic benefit or non-financial gain such as benefit to reputation. This is to be distinguished from the entirely appropriate general benefit of learning more about the Puget Sound Nearshore Partnership, or becoming better acquainted with habitat restoration techniques.

You may have a conflict if any of the following apply:

#### 1. Your affiliations with applicant institution(s).

- ◆ Current employment at the institution as professor adjunct professor, visiting professor, or similar position. (This includes other campuses of a multi-campus institution, but a waiver may be available. If you are in a multi-campus institution, let the program director who solicited your review know.)
- ◆ Other current employment with the institution such as consulting or an advisory arrangement, or you are being considered for employment with the institution.
- ◆ Formal or informal re-employment arrangement with the institution.
- ◆ Ownership of the institution's securities or other evidences of debt.
- ◆ Current membership on a visiting committee or similar body at the institution. (This is a conflict only for proposals or applications that originate from the department, school, or facility that the visiting committee or similar body advises.)
- ◆ Any office, governing board membership, or relevant committee chairperson in the institution. (Ordinary membership in a professional society or association is not considered an office.)
- ◆ Current enrollment as a student. (Only a conflict for proposals or applications that originate from the department or school in which one is a student.)
- ◆ Received and retained an honorarium or award from the institution within the last 12 months.

#### 2. Your relationships with an investigator, project director, or other person who has a personal interest in the proposal or other application.

- ◆ Known family or marriage relationship. (Conflict only if the relationship is with a principal investigator or project director.)
- ◆ Business or professional partnership.
- ◆ Employment at same institution within the last 12 months.
- ◆ Past or present association as thesis advisor or thesis student.
- ◆ Your collaboration on a project or on a book, article, report, or paper within the last 48 months.

#### 3. Your other affiliations or relationships.

- ◆ Interests of the following persons are to be treated as if they were yours: any affiliation or relationship of your spouse, of your minor child, or a relative living in your immediate household or of anyone who is legally your partner that you are aware of, that would be covered by items 1 or 2 above (except for receipt by your spouse or relative or an honorarium or award.)
- ◆ Other relationship, such as close personal friendship, that might tend to affect your judgements or be seen as doing so by a reasonable person familiar with the relationship.

### CERTIFICATION

I have read the list of affiliations and relationships that could prevent my participation in matters involving such individuals or institutions. To the best of my knowledge, I have no affiliation or relationships that would prevent my objectively executing the responsibilities of peer review.

## Appendix I – Contracting Documents

The following documents are provided as examples of contracting language used to date in development of ESRP funding agreements. Final contract language is developed based on evaluation of best available practices at the time of contracting.

## Grant Agreement

**ESRP PROJECT GRANT CONTRACT**

TITLE: PROJECTNAME

WDFW NO: CAPS

GRANTEE: GRANTEE

CONTRACT PERIOD: PERFORMANCEPERIOD

**A. PARTIES TO THIS CONTRACT**

This Grant Contract (Contract) is entered into between the Washington State Department of Fish and Wildlife (WDFW), 600 Capitol Way North, Olympia, WA 98501-1091, and GRANTEE, GRANTEEADDRESS and shall be binding upon the agents and all persons acting by or through the parties.

**B. PURPOSE OF CONTRACT**

This Contract sets out the terms and conditions by which a grant is made from the Estuary and Salmon Restoration Program of the State of Washington. This Project is funded with state funds through the authority of STATUTORYREF. The Project Proposal is which is incorporated herein by reference. The grant provides the funds necessary for the Grantee to complete the ESRP Project described herein.

**C. DESCRIPTION OF PROJECT**

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

- Attachment "A"—General Terms and Conditions
- Attachment "B"—Contract/Project Summary
- Attachment "C"—Statement of Work
- Attachement "D"—Special Provisions (Real Estate)
- Exhibit "A"—Grant Application

**D. PERIOD OF PERFORMANCE**

The performance period under this Contract shall commence on 9/1/2007 to end on 6/30/2009. No expenditures made before or after this period are eligible for reimbursement unless incorporated by written amendment into this Grant Contract. The Contract may be terminated or the performance period extended pursuant to terms set forth in Attachment "A."

**E. PROJECT FUNDING**

The total grant award provided by WDFW for this project shall not exceed \$113,188.00. Grantee shall be responsible for all project costs exceeding this amount. Only activities that are in direct support of the statement of work will be reimbursed.

**F. RIGHTS AND OBLIGATIONS**

All rights and obligations of the parties of this Contract are subject to this Contract, including the Attachments, which are incorporated herein by this reference. Grantee has read, fully understands, and agrees to be bound by all terms and conditions set forth in these documents.

**G. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND WDFW GUIDELINES**

This Contract is governed by and the Grantee shall comply with, all applicable state, federal, and local laws and regulations, including ESHB 1092.SL - section 3175, and published WDFW guidelines, which are incorporated herein by this reference as if fully set forth.

**H. ADDITIONAL PROVISIONS OR MODIFICATIONS OF THE GENERAL PROVISIONS (IF ANY)****Modifications**

Grantee may adjust budgets as necessary between tasks with prior WDFW approval and without a formal contract amendment; provided that: (a) each variation does not exceed 10% of the approved budget categories (object codes); and/or (b) does not change the scope of the work significantly (as determined by consultation with WDFW). Any adjustment to the Maximum Consideration of any fund source must have prior WDFW approval and a formal amendment to this agreement will be necessary.

**Retainage**

A retainage of 10% or \$15,000, whichever is greater, will be withheld from final payments pending completion of all tasks and deliverables consistent with standard-general terms and conditions.

**Funding Recognition**

All published descriptions of project funding will reference The NOAA Community-based Nearshore Restoration Fund as the source of funding and 'Washington Department of Fish and Wildlife' as the administrator of those funds.

**Signage**

Where organizational logos are used on signage WDFW, Nearshore Partnership and NOAA logos will be located prominently to identify the funding source.

**Event/ Press Notification**

WDFW staff shall be notified at least 2 weeks prior to a dedication ceremony and allowed to provide speakers or participate as appropriate.

WDFW shall be notified of press releases and provided with text at least 2 weeks prior to, and be allowed to complete a joint press release where appropriate.

**PRISM BUSINESS RULES**

To Be Determined

PRISM records as used by ESRP will include 10-30 fields. Some narrative fields will have a required content consistent with intended end use of those fields. Updated PRISM business rules for nearshore projects are anticipated by April 2008.

Deliverables shall be provided as attachments. All embedded images shall be minimized to a 200 DPI compressed JPG format to minimize attachment file size and accessibility of documents. Deliverables will be named following a standard convention of project nickname, product type, date of delivery as described for individual task deliverables.

**I. FEDERAL FUND INFORMATION**

[Insert when applicable] None of the funds provided through this grant Contract originated from a federal funding source.

**OR**

*Some or all of the funds for this project are provided through a federal funding source. Funds under CFDA Number 11.463, Award Numbers NAO7NMF4630174 provided from the US Dept of Commerce/NOAA must be reported, if required (see Attachment A, **IF FEDERAL FUNDING IS PROVIDED UNDER THIS CONTRACT, THE FOLLOWING FEDERAL TERMS AND CONDITIONS ALSO APPLY:**).*

*As a sub-recipient of the federal funds, you are required to provide the WDFW with a CFR Regulations Form and a summary of the federal expenditures by CFDA Number for each year. If your total federal expenditures are \$500,000 or more in a one-year period, you are required to have a federal single audit in compliance with OMB Circular A-133.*

**J. CONTRACT REPRESENTATIVES**

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

<u>Grantee's Representative</u> <b>GRANTEEAGENT</b>	<u>WDFW's Representative</u> <b>PROJECTMANAGER</b>
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**K. ENTIRE CONTRACT**

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

**L. EFFECTIVE DATE**

This Contract shall be effective **AWARDDATE**

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

## Standard General Terms and Conditions

DEFINITIONS - As used in this Contract, the following terms shall have the meaning set forth below:

- A. "WDFW" shall mean the Department of Fish and Wildlife, of the state of Washington, any program, division, section, unit or other entity of WDFW, or any of the officers or other officials lawfully representing WDFW.
- B. "Real Property" shall mean that property which is described as land, and generally whatever is erected or growing upon or affixed to land. The Contractor agrees that WDFW funds shall not be used to purchase real property.
- C. "Personal Property" shall mean that property which in its broadest legal signification includes everything the subject of ownership not being land or any interest in land. Personal property includes movable and tangible things, such as furniture, merchandise, etc.
- D. "Inventoriable Equipment" shall mean all capitalized fixed assets plus all fixed assets meeting WDFW definition of small and attractive. Equipment, which is not "inventoriable", shall be considered "minor equipment" and shall be budgeted and reimbursed under the "Goods & Services" category.
- E. "Fixed Assets" shall mean assets (normally tangible, but including several intangible) acquired by through state funding, with a life expectancy of more than one year.
- F. "Goods and Services" shall mean the following expenditures: supplies, materials, communication, utilities, rentals, leases, repairs, alterations, maintenance, printing, subscriptions, insurance, minor equipment (non-inventoriable equipment), and other contractual services.
- G. "Travel" shall mean the following expenditures: mileage, per diem, lodging, rail, bus, ferry, taxi, air fares, rental cars, parking fees in accordance with the Office of Financial Management State Travel Regulations.

AUTHORITY - This Contract is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW and the Fish and Wildlife Code, specifically Chapter 77.100 RCW. The parties shall comply with the provisions of said citations and any amendment or update.

IDENTIFICATION - The Contract Number showed on the first page of this Contract MUST appear on all plans, specifications, correspondence, invoices and related materials.

REIMBURSEMENT- Requests for reimbursement must be in accordance with Attachment B – Contract/Project Summary, Attachment C – Volunteer Cooperative Cost Reimbursement Manual, and Attachment D – Contractor’s Grant Application. Contractor shall be reimbursed for expenditures incurred during the contract agreement time period and be submitted to and approved by the WDFW Project Manager. Reimbursement to the Contractor for approved invoices shall be made by WDFW within thirty (30) days upon receipt of a properly completed invoice. To ensure compliance with documentation requirements when requesting reimbursement, see the, Attachment C – Volunteer Cooperative Cost Reimbursement Manual. WDFW, at its sole discretion may withhold reimbursement claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

Travel Reimbursement - Individuals requesting mileage reimbursement and/or per diem costs to the WDFW Project Manager must use the following procedure:

- Each individual must complete a *WDFW Travel Expense Voucher Form A-20A*

- The A-20A shall include their original signature and the signature of a person authorized by the Contractor to sign financial and/or contractual documents.
- Submit these documents to the WDFW Project Manager

Other Reimbursement (Not Travel) – All other reimbursements requests (not travel) to the WDFW Project Manager must be submitted using the following procedure:

- A *State of Washington Voucher Form A-19A* signed by the person authorized to sign financial documents for the Contractor
- Attach copies of receipts for all expenses
- Submit these documents to the WDFW Project Manager INVOICES - Contractor shall submit invoices in a timely manner, preferably within 15 days of the end of the month for which reimbursement is being requested. All invoices shall be submitted directly to the WDFW Project Manager identified herein. Invoices shall be submitted no more than monthly, unless verbal approval for additional invoices for the same month has been received in advance from the WDFW Project Manager.

ADVANCED PAYMENTS PROHIBITED -No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by WDFW.

AUDIT DISCREPANCIES -If any audit identifies discrepancies in the financial records, the Contractor shall provide clarification and/or make adjustments accordingly. Amounts that have been paid to the Contractor in violation of the terms of this Contract shall be promptly refunded to WDFW.

OVERPAYMENT -In the event that WDFW establishes overpayment or erroneous payments made to the Contractor under this Contract, WDFW may secure payment, plus interest shall accrue at a rate of twelve percent (12%) per annum from the time WDFW demands repayment of funds.

VOLUNTEER WORKERS – Representatives of the Contractor participating in the project described in Attachment D, Grant Application, will be considered volunteer workers as defined in RCW 51.12.035. Volunteer activity is limited to and only allowed when not in conflict with compliance licensure, public works and prevailing wage, and subject to WDFW Project Manager prior approval. Activity Contractor’s Project Officer or his/her designee shall be responsible for registering volunteering workers and submitting the hours worked on forms provided by WDFW. The Project Officer shall submit this information to the WDFW Project Manager.

PUBLIC WORKS - PREVAILING WAGE - Should Contractor be required to purchase any public work related services. Contractor must adhere to RCW 39.04.010, RCW 39.12, and current Department of Labor and Industries regulations and standards. The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing wage rate.

PERMISSION - The Contractor shall be responsible for obtaining written permission from landowner to work on private property and shall maintain proof of such permission in their files related to this Contract.

PURCHASES - The purchase of goods, services and equipment shall comply with procurement guidelines established by WDFW, as outlined below: \$1- \$3,099 direct purchase, no competitive bids necessary; \$3,100- \$9,999 at least three vendor written bids; \$10,000 and above WDFW purchasing office must acquire purchased goods. WDFW funds used to fund the acquisition of any personal property purchased by the Contractor shall not be combined with funds from other sources. WDFW shall provide written information on procurement guidelines and provide assistance as requested by the Contractor in interpreting set guidelines. All purchases of computer type

equipment and radio/communications type equipment shall be coordinated through WDFW purchasing and/or information services offices to ensure compatibility with WDFW standards.

GENERAL INSURANCE REQUIREMENTS - Contractor shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below as applicable to the activity performed under this contract. Failure to buy and maintain the required insurance may result in the termination of the contract at WDFW's option.

Only "registered" volunteers are covered under the State of Washington Self-Insurance Liability Program and all volunteers shall be registered when performing work under this contract.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by WDFW. Any exception must be reviewed and approved by the WDFW Risk Manager or in the absence of, the WDFW Contracts Specialist, before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Before starting work, Contractor shall furnish WDFW, with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the bid/proposal, if applicable, and Contract. Said certificate(s) shall contain the above contract number, name of WDFW Project Coordinator, a description, and include the State of Washington, WDFW, its elected and appointed officials, agents, and employees as additional insured on all general liability, excess, umbrella and property insurance policies.

Contractor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by WDFW. Contractor waives all rights against the WDFW for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this agreement.

WDFW shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

a. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the WDFW 45 days advance notice of cancellation or non-renewal. If cancellation is due to nonpayment of premium, the WDFW shall be given 10 days advance notice of cancellation.

b. Insurers subject to Chapter 48.15 RCW (Surplus lines): The WDFW shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, the WDFW shall be given 10 days advance notice of cancellation.

In lieu of the coverages required under this section, WDFW at its sole discretion, may accept evidence of self-insurance by the Contractor, provided Contractor provides the following:

Contractor shall provide a statement by a CPA or actuary, satisfactory to the WDFW, which demonstrates Contractor's financial condition, to self-insure any of the required insurance coverages.

WDFW may require Contractor to provide the above from time to time to ensure Contractor's continuing ability to self-insure. If at any time the Contractor does not satisfy the self-insurance requirement, Contractor shall immediately purchase insurance as set forth under this section.

By requiring insurance herein, WDFW does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to WDFW in this contract.

The limits of insurance, which may be increased by WDFW, as deemed necessary, shall not be less than as follows:

*Commercial General Liability (CGL) Insurance:*

Contractor shall maintain general liability (CGL) insurance, and, if deemed necessary as determined by the WDFW, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 for a general aggregate limit. The products-completed operations aggregate limit shall be \$2,000,000.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured (cross liability) conditions.

*Employers Liability (Stop Gap) Insurance:*

Contractor shall buy employers liability insurance, and, if deemed necessary as determined by the WDFW, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

*Business Auto Policy (BAP) Insurance:*

Contractor shall maintain business auto liability and, if deemed necessary as determined by the WDFW, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

Contractor waives all rights against WDFW for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

*Workers' Compensation Insurance:*

Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this contract. Except as prohibited by law, Contractor waives all rights of subrogation against the WDFW for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

Contractor shall indemnify for all claims arising out of Contractor's, its subcontractor's, or sub-subcontractor's failure to comply with any State of Washington worker's compensation laws where WDFW incurs fines or is required by law to provide benefits to or obtain coverage for such employees. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to WDFW by Contractor pursuant to the indemnity may be deducted from any payments owed by WDFW to Contractor for performance of this Agreement.

**HOLD HARMLESS AND INDEMNIFICATION** - To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless WDFW, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by

Contractor's agents, employees, representatives, or any subcontractor or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless WDFW for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the Agreement. Contractor's obligation to indemnify, defend, and hold harmless WDFW shall not be eliminated or reduced by any actual or alleged concurrent negligence of WDFW or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless WDFW and its agencies, officials, agents or employees.

TREATMENT OF INVENTORIABLE EQUIPMENT - Title to all inventorable equipment financed or furnished by WDFW shall remain in WDFW. Title to all personal property purchased by the Contractor, for which the Contractor uses any WDFW funds or is reimbursed by WDFW, shall vest in WDFW.

- A. Any property of WDFW furnished to the Contractor under this Contract shall, unless otherwise provided herein, shall be used by the Contractor only for the performance of this Contract.
- B. Contractor shall bear responsibility to WDFW for any loss or damage to WDFW's personal property, which results from the negligence of the Contractor, or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. Should any WDFW personal property be damaged, destroyed or lost, the Contractor shall notify WDFW in writing, and shall take all reasonable steps to protect that property from further damage.
- D. All inventorable equipment identified in the contract as approved for purchase, if any, and is purchased under the terms of this Contract shall become the property of WDFW. All inventorable equipment identified in the Contract and approved for purchase, if any, will remain the property of WDFW for use by the group, with the understanding that all said equipment will be returned to WDFW when the Contractor ceases to function in an official capacity to WDFW.
- E. Contractor shall surrender to WDFW all loaned inventorable equipment and personal property of WDFW prior to project completion. Final payment may be withheld until all equipment has been returned to WDFW at the conclusion of the project. Cooperator shall contact the WDFW representative identified in Section J of the contract to arrange for return of equipment.

CHANGES AND MODIFICATION - WDFW may, at any time, by written notification to the Contractor and without notice to any known guarantor or surety, make changes in the general scope of the services to be performed under the Contract. If any such changes cause an increase or decrease in the cost of, or the time required for the performance of this Contract, an equitable adjustment may be made in the Contract price or period of performance, or both, and the Contract shall be modified in writing accordingly.

TERMINATION - This Contract may be terminated by WDFW for noncompliance of the terms and conditions herein stated.

TERMINATION FOR CONVENIENCE - Except as otherwise provided in this Contract, WDFW may, by five (5) days written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part when it is in the best interests of WDFW. If this Contract is so terminated, WDFW shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination.

GOVERNING LAW - This Contract shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County. The Contractor by execution of this Contract acknowledges the jurisdiction of the courts of the state of Washington in this matter.

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

## Special Terms and Conditions (Real Estate Acquisition)

### ATTACHMENT D – SPECIAL PROVISIONS

#### LAND ACQUIRED USING STATE FUNDS

##### I. WDFW agrees to:

Provide **AWARD** in funding for the Project in the form of an ESRP Grant, pending availability for funding of the acquisition of the Property and consistent with the scope of work.

##### II. The Grantee agrees to:

1. Purchase **LENGTH** feet of shoreline habitat encompassing **AREA** Washington State, for the principal purpose of protecting nearshore ecosystem habitat processes and functions.
2. Execute the project consistent with the Scope of Work (Attachment C).
3. Administer all project lands consistent with the Project Proposal (Exhibit A),
4. Record in public record, a “Notice of Grant Agreement”, in which the Grantee agrees to manage all project lands consistent with the Grant Agreement and the terms contained in this document.
5. That any interest in real property purchased or contributed for the Project under this Grant Agreement is managed: (a) to achieve the purpose(s) of the Project as stated in the Grant Agreement; (b) consistent with any management plan, objectives, goals, or descriptions of desired habitat stated in the Grant Agreement; and (c) for the long-term conservation and management of the affected ecosystem and the fish and wildlife dependent thereon.
6. The Grantee will provide WDFW with:
  - A. A delineation of the boundaries of all interests in real property purchased with funds under this Agreement or received as in-kind matching contributions including the following:
    - i. Project name and PRISM ID number,
    - ii. Date of map preparation,
    - iii. Adjoining streets and roads,
    - iv. The lands acquired and protected including one or more of the following methods of identification: deed references, adjoining ownerships, adjoining water bodies, latitude/longitude of cardinal points, survey information or measurement from permanent benchmarks, and
    - v. All known easements, outstanding rights, deed/lease restrictions, reversionary interests, etc.
  - B. A copy of the Notice of Fair Market Value given to each seller of real property interest purchased with funds under this Agreement or a copy of a written offer of fair market value.
  - C. A copy of the summary and signature pages of an approved appraisal completed in accordance with the Uniform Standards for Professional Appraisal Practice (USPAP) for any interest in real property: (a) purchased with funds under this Agreement; or (b) received as a matching in-kind donation, except as specified below.
  - D. A copy of an appraisal review, which approves or recommends approval of any appraisal as an adequate basis for the establishment of an offer of just compensation for any interest in real property purchased with funds under this Agreement or received as a matching in-kind donation.
  - E. A statement that the Grantee has reviewed and has complied with the requirements of RCW 8.26 – Relocation Assistance – real property acquisition policy.
  - F. A copy of the closing statement for each interest in real property purchased with funds under the Grant Agreement.

- G. Copies of the deeds conveying title to all interests in real property acquired with funds under this Grant Agreement or received as a matching in-kind donation.
- H. A copy of a Policy of Title Insurance insuring title to all interests in real property acquired with funds under this Grant Agreement or received as a matching in-kind donation.
- I. A copy of a recorded Notice of Grant Agreement for all interests in real property purchased with funds under this Agreement or received as an in-kind matching donation.
- J. As requested by WDFW, provide WDFW with available information and materials in the possession of the Grantee that relate to this Agreement and the Property to fulfill its obligations under local, state, or federal law.

- 7. That unless waived by WDFW, WDFW has the right to obtain, reproduce, publish or otherwise use the data first produced under this Agreement; and authorize others to receive, reproduce, publish, or otherwise use the data.
- 8. To receive payment, the Grantee must submit via WDFW a properly completed invoice detailing all costs with supporting documentation.

### III. WDFW and the Grantee mutually agree to:

- 1. Promptly inform the other party if, for any reason, problems arise during the course of the Project that may slow or stop progress of the Project including but not limited to the availability of funds and personnel changes.
- 2. Acknowledge the contribution of each party in any oral or written communications related to the acquired property. The Grantee will provide mutually acceptable signs, and will erect and maintain these signs along roads, entrances, and/or convenient viewing locations on the Property and/or in close proximity to the Property.
- 3. Recognize outside contributors who might provide significant funding to help underwrite costs of the Project or who otherwise are mutually deemed to deserve special recognition. This recognition can include signs, plaques, and/or cairns on the Property. The principal costs of such recognition shall be borne by the party initiating the recognition.

### IV. Conditions to meet requirements for allowable costs.

The following are specifically related to acquisition projects.

- 1. Except for preliminary costs or under a waiver of retroactivity, as provided below, costs for the acquisition of lands or interests in lands incurred prior to approval of the Grant Agreement by WDFW, are not allowable. The Grantee is considered to have incurred the costs for land on the date the Grantee becomes legally obligated for the purchase. Examples of when an acquisition cost is incurred are when a contract to purchase is executed or when an option is exercised. Prior approval by WDFW is evidenced by an approved Grant Agreement.
- 2. Costs for the acquisition of real property may include the costs for biological or engineering reconnaissance, appraisal, or other preliminary project costs if specifically provided for in the Grant Agreement. If the Grantee has incurred these costs prior to approval of the Grant Agreement, the Grantee may request WDFW to reimburse those costs as preliminary project costs when itemized in the project documentation and consistent with the Grant Agreement.
- 3. The grantor may apply for and receive a waiver of retroactivity consistent with terms and conditions described in RCO/SRFB Grant Manual #3 (March 8, 2007). This waiver is intended to allow for reimbursement of costs incurred prior to a signed grant agreement, where incurring such costs is necessary to secure the protective benefits in question.
- 4. To use the following documents to establish principles for determining which costs are allowable or eligible:

RCO SRFB Grant Manual 3 (March 8, 2007)

### V. Special Conditions.

The following conditions are specifically applicable to the acquisition of real property using State funds.

1. Real property must continue to serve the purpose for which acquired. If the Grantee believes that the property can no longer serve this purpose, the property may be sold, traded, or the purpose changed, with the prior approval of WDFW.
2. Minerals, oil, gas, timber, grazing rights, and other real property are normally considered a part of the land. These interests may be separated from the land by sale, lease, easement, or other method of transfer. However, the separation must be compatible with the purpose(s) for which the land was acquired, with the prior approval of WDFW.
3. Lands or waters may not be acquired for the purpose of mitigating fish or wildlife habitat losses incurred by The Grantee or a third-party.
4. The following terms and conditions apply to all interest in real property purchased with funds under this Grant Agreement or received as in-kind contributions:
  - A. Summary Statement of Just Compensation: The Grantee agrees to comply with the provisions of RCW 8.26.010 as amended by Chapter 90, Laws of 1988, to the extent necessary.
  - B. Appraisals: The Grantee must ensure that appraisals are conducted and approved for all interests in real property purchased with funds under the Grant Agreement except as noted below. It is the Grantee's responsibility to pay for the appraisal unless the landowner releases the Grantee from such obligation. These appraisals must be completed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).
    - 1) Appraisals are not required for an acquisition for which the valuation problem is uncomplicated and the fair market value is estimated at \$2,500 or less, based on a review of available data.
    - 2) Other than this exemption, WDFW will not exempt the Grantee from, or grant a waiver of, the requirements of appraisal.
    - 3) For each purchase, donation, or transfer of ownership of an interest in real property for the purposes of the Project, the Grantee must ensure that the WDFW Project Officer receives a copy of each appraisal at the time the Grantee requests reimbursement for the purchase from WDFW.
  - C. Appraisal Reviews: WDFW views the estimated fair market value of real property as the value established by a second appraiser's review of an eligible appraisal. The following criteria shall be used in identifying a review appraiser:
    - a. Review appraisers must have a equal or greater license certification than the original appraiser
    - b. Review appraisers cannot be selected from the same firm, organization or agency/sponsor as the appraiser.Such a review will be reported consistent with requirements and practices established under the Uniform Standards of Professional Appraisal Practice (USPAP).

For each purchase, donation, or transfer of ownership of an interest in real property for the purposes of the Project, the Grantee must ensure that the WDFW Project Officer receives a copy of the appraisal review at the time the Grantee requests reimbursement for the purchase from WDFW. The reviewing appraiser must approve or recommend approval of an appraisal as an adequate basis for the establishment of an offer of just compensation for each interest in real property purchased with funds under this Grant Agreement except as specified below.

In very limited extenuating circumstances associated with specific interests in real property, the WDFW Project Officer may extend the required submission time for an appraisal review. The Grantee must not use funds under this Grant Agreement to pay landowners any more than the valuation of the interest in real property as determined in an approved appraisal without explicit written approval from WDFW.
  - D. Relocation Assistance: When the Grantee acquires an interest in real property with funds under this Grant Agreement or receives an interest in real property as a matching in-kind donation, the landowner selling the interest and/or the landowner's tenant(s) may be eligible for relocation assistance. Some of the potentially eligible expenses under certain conditions may include, but are not limited to: transportation of personal

property including livestock, storage of personal property for up to 12 months, actual direct loss of tangible personal property as a result of discontinuing a farm operation, searching for a replacement location, and purchase of substitute personal property.

If the Grantee anticipates that a landowner or tenant may be eligible for relocation assistance, the Grantee must notify the WDFW Project Officer. If the WDFW Project Officer determines that the acquisition of an interest in real property will result in unanticipated relocation expenses, the WDFW Project Officer will consider any request by the Grantee to redirect funds under this Grant Agreement to cover these expenses.

For each purchase, donation, or transfer of ownership of an interest in real property for the purposes of the Project, the Grantee shall provide the WDFW Project Officer with a statement that the Grantee has reviewed the relocation assistance requirements of RCW 8.26 – Relocation Assistance – real property acquisition policy, unless it qualifies for an exemption (not possible for relocation payments or assistance due a tenant) or a waiver and it has:

- 1) Provided all relocation payments or other relocation assistance due landowners or tenants, or
- 2) Not incurred any legal obligation to provide relocation payments or other relocation assistance.

The Grantee must submit the above statement at the time the Grantee requests payment for the purchase of the Property from WDFW.

- E. Closing Statement. The Grantee shall submit to the WDFW Project Officer a copy of the closing statement on all interests in real property purchased with funds under this Agreement. The Grantee shall submit the closing statement at the time it requests reimbursement for the purchase of the interests in real property. The WDFW Project Officer will use the closing statement to confirm that the amount paid by the Grantee is consistent with the approved appraised value, the documentation of fair market value, and the Grantee's responsibilities for costs incidental to transfer.
- F. Title. The Grantee shall ensure, as evidenced by a Policy of Title Insurance, that title to any interest in real property purchased or contributed for the Project is recorded in fee simple, free and clear of all easements, reservations, exceptions, restrictions, and encumbrances except where:
- 1) the Grant Agreement indicates that easement or leases will be acquired;
  - 2) the Grant Agreement indicates that the title to the interest in real property is, or will be, subject to easements, reservations, exceptions, restrictions, and encumbrances and these are specified in the Proposal, or
  - 3) the WDFW Project Officer determines that any existing easements, reservations, exceptions, restrictions, and encumbrances do not jeopardize the purpose for which the land was purchased or donated for the Project.

The Grantee shall provide the WDFW Project Officer with:

- 1) a copy of the deeds conveying title to all interests in real property purchased with funds under the Grant Agreement, and
- 2) copies of the Notice of Grant Agreement

The Grantee shall provide the WDFW Project Officer with these items as soon as it is feasible to do so during the Project period.

The Grantee must record a Notice of Grant Agreement in the appropriate local County Auditor's office. The Notice of Grant Agreement must:

- 1) reference the Grant Agreement,
- 2) state the Project purpose;
- 3) state that the interest in real property will be managed in perpetuity for the Project purpose [unless otherwise provided in the Proposal or permitted by the WDFW Project Officer], and

- 4) state that the interest in real property will not be encumbered or conveyed, in whole or in part, to another party without WDFW’s consent or as described in section G.
- G. Planned Conveyance of Partial Interest: The Grantee may arrange to convey title to a third party as described in the Grant Agreement. That disposition will be consistent with the purpose of the project and the intent of the Grant Agreement. The following provisions will apply to such a conveyance:
- a. The Grantee shall retain interest in the real property in the form of a ‘Conservation Easement’ such that they are able to enforce the provisions found within this document (specifically section II).
  - b. The grantee shall provide a copy of easement language 1 month prior to committing to disposition of any property purchased under this Grant Agreement.
  - c. Conservation easement language shall be consistent with the intent and purpose of language recommended in RCO SRFB Grant Manual 3 (March 8 ,2007).
- H. Real Property Disposal. If the Grantee is no longer able or willing to retain title to or administer any part of the interests in real property acquired for this Project for the Project’s authorized purpose as stated in Section 1.2 of this agreement, it must request and comply with disposition instructions from WDFW.
- 1) Authorized Conveyance: When the Grantee requests disposition instructions for real property interest acquired in this Project, WDFW will give (at its option) one or more of the following instructions:
    - a. The Grantee may be permitted to retain title without further obligation to WDFW after it compensates WDFW for that percentage of the current fair market value of the Property attributable to WDFW’s funding participation in the acquisition of this Property as part of the Project.
    - b. The Grantee may be directed to sell the Property under guidelines provided by WDFW and pay WDFW for that percentage of the current fair market value of the Property attributable to WDFW’s funding participation in the acquisition of the Property as part of the Project (after deducting actual and reasonable selling or fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the interest in real property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.
    - c. The Grantee may be directed to transfer title of the Property to WDFW or to an eligible third party provided that, in such cases, the Grantee shall be entitled to compensation for its attributable percentage of the amount paid for the acquisition of the Property of the then current fair market value of the Property.
  - 2) Unauthorized Conveyance: If the Grantee, without the permission of WDFW, sells, transfers, encumbers, hypothecates, or otherwise disposes of any of the real property interests acquired in whole or in part fund under this Grant Agreement, or ceases, in the opinion of WDFW, to administer the real property interest in whole or in part for the authorized purpose of this Project, the Grantee agrees to the following alternatives for redress, the choice of which will be WDFW’s:
    - a. The Grantee may be directed to provide WDFW with an interest in real property that is of equal value agreed upon by the parties to this ILA and that will serve the same purpose of long-term conservation and management of the affected wetland ecosystem and the fish and wildlife dependent thereon.
    - b. The Grantee may be directed to compensate WDFW for that percentage of the current fair market value of the interest in real property attributable to WDFW’s funding under this ILA. The Grantee must determine the current fair market value by obtaining at the Grantee’s expense a WDFW-approved appraisal conforming to the Uniform Appraisal Standards of Federal Land Acquisition.
  - 3) Duration of Authorized and Unauthorized Conveyance Provisions: The terms and conditions of Section V.7 will be in force in perpetuity for any interest in real property purchased with funds under this Grant Agreement unless limited to shorter periods by less-than-perpetual easements, leases, or other legal instruments. Exceptions to this requirement for less-than-perpetual application of Section

V.7 must be supported by provisions of the Grant Agreement or the written permission of the WDFW Project Officer. The Grantee understands that any conveyances will require prior review and approval by WDFW.

## Deed of Right

**Upon Recording Return To:**

Washington Department of Fish & Wildlife  
Real Estate Services  
600 Capitol Way North  
Olympia, Washington 98501-1091  
Attn: **REALESTATELEAD**

Document Title: Deed Of Right To Use Land For Public Conservation Purposes.  
Reference No. Of Related Document: **REFERENCENO**  
Grantor: The State of Washington, The Department of Fish and Wildlife.  
Grantee: **GRANTEE**  
Legal Description: **LEGALDESCRIPTION**  
Assessor's Parcel Nos.: **PARCELNO**  
County: **COUNTY**

**DEED OF RIGHT TO USE LAND FOR PUBLIC  
CONSERVATION PURPOSES**

The State of Washington, The Department of Fish and Wildlife (the “Grantor”), for and in consideration of monies coming in whole or in part from **FUNDINGSOURCE** of the State of Washington and in fulfillment of terms of the Project Agreement identified below, conveys and grants to the State of Washington individually and as the representative of all the people of the State, the right to use the real property described below forever for conservation purposes.

Those conservation purposes are described in the Project Agreement entered into between the Grantor and the State of Washington through the Washington Department of Fish and Wildlife (WDFW) entitled **PROJECTNAME**, signed by the Grantor on the **CONTRACTDATE**, and by WDFW on **WDFWSIGNATUREDATE** and the applications and supporting materials which are on file with the Grantor and WDFW in connection with the Project Agreement.

*PROJECT TITLE:* **PROJECTNAME**

*The Grantor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with the right to use for conservation purposes herein granted unless the State, through the WDFW or its successors, consents to the inconsistent use, which consent shall be granted only upon conditions which will ensure that other conservation land or at least equal fair market value at the time of change of use and of as nearly as feasible equivalent qualities, characteristics and location of conservation purposes for which state assistance was originally granted will be substituted in the manner provided in RCW 79A.25.100 for marine recreation land, whether or not the real property covered by this deed is marine recreation land. RCW 79A.25.100 reads as follows:*

**"Marine recreation land with respect to which money has been expended under RCW 43.99.080 (recodified as RCW 79A.25.080) shall not, without the approval of the committee, be converted to uses other than those for which such expenditure was originally approved. The committee shall only approve any such conversion upon conditions which will assure the substitution of other marine recreation land of at least equal fair market**

value at the time of conversion and of as nearly as feasible equivalent usefulness and location."

The real property covered by this deed is described as follows:

**LEGALDESCRIPTION**

This deed shall in no way modify or extinguish the functions of the Grantor under the Project Agreement, including the Grantor's functions to operate and maintain the land as set out in the Project Agreement.

In Witness whereof WDFW has executed this document this \_\_\_\_ day of \_\_\_\_\_, 2008.

The State of Washington, The Department of Fish and Wildlife

\_\_\_\_\_

Jennifer Quan, Lands Division Manager

STATE OF WASHINGTON )

)ss

County of Thurston )

**THIS IS TO CERTIFY** that on this \_\_\_\_ day of \_\_\_\_\_, 2008, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jennifer Quan, to me personally known to be the Lands Division Manager of the Washington State Department of Fish and Wildlife and that she executed the foregoing deed and acknowledged to me that she signed the same as her free and voluntary act and deed of said State of Washington and on oath stated that she is authorized to execute said instrument.

\_\_\_\_\_  
Notary Public in and for the State of Washington,

residing at Olympia.

My Commission Expires \_\_\_\_\_

## Statement of Work Template (Restoration)

### 1/ Complete Scope of Feasibility Study

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#### Description:

- The contractor will deliver a statement of work describing the scope, sequence and cost of feasibility study. The statement of work will include at minimum tasks described in **TASK ##** below.
- The contractor will offer WDFW a 2-week period to comment on the statement of work, prior to letting a contract for completion of that scope.
- Comments to the draft scope will be incorporated where feasible.
- Where such suggestions would affect the viability of future work the contractor shall inform WDFW prior to determination of the final document.

#### Deliverable:

1. A PDF file containing final scope of work for feasibility study will be uploaded to PRISM using the filename “PROJECTNAME-feasibilityscope-DATE.pdf”

### 2/ Complete project conceptual design and feasibility study

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#### Description:

The contractor shall complete feasibility study/conceptual design for a restoration project consistent with the project description. That study shall be consistent with the scope of work reviewed in **TASK ##**. That study shall minimally include the following sub-tasks:

- Assess and analyze site conditions, including but not limited to:
  - Identify change from historic condition.
  - Identify social or cultural goals associated with the site and the sources and character of community resistance to proposed land use actions.
  - Identify landscape restrictions or conflicting use
  - Identify likely reference sites.
  - Identify keystone species within the site and their ecology.
  - Identify position within dominant landscape processes and the nature of those processes (flux, transformation, and energy).
  - Identify naturally occurring and anthropogenic stressors potentially affecting the site.
  - Identify habitat protection and restoration plans and actions in the site vicinity.
- Develop a project conceptual plan, including but not limited to:
  - Identify project goal(s).
  - Refine the goal to a set of quantifiable and measurable objectives.
  - Identify of alternative treatment strategies that could achieve these goals and objectives including options for passive restoration. **The following alternatives must be considered:**
    - **REQUIRED ALTERNATIVES**
  - Identify spatially explicit site-specific factors that could affect achievement of goal(s) and among these identify the principal uncertainties that may confound project goals.
  - Present rationale for selection of the preferred alternative over other alternatives, including how the preferred alternative will resolve identified uncertainties and meet project goals and objectives.
  - Roughly define the extent and nature of treatments under the preferred alternative.
  - Predict how the proposed action will result in change in structures, processes and functions and what factors external to, prior to, or subsequent to the proposed action will most strongly affect that prediction.
  - Identify opportunities to answer questions important for improving the capacity of regional restoration planning or design through monitoring.
  - Document initial communications with local, state, and federal stakeholders indicating concerns and level of support.

#### Deliverable:

1. A PDF file containing final feasibility report and conceptual design will be uploaded to PRISM using the filename “PROJECTNAME-conceptualdesign-DATE.pdf”
  2. Where raw data was collected, those data will be available in an industry-standard format including spatial data and metadata that adequately describe the methods used to acquire the data such that the methods could be repeated.
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### **3/ Complete project design through permitting**

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#### **Description:**

The contractor shall complete design development, minimally including the following sub-tasks:

- Identify the extent of work on a plan drawing at a scale appropriate for the level of detail required to make the activities clear to the reviewer.
- Identify the nature and extent of treatments to be completed as part of project work.
- Define performance criteria consistent with project goals and objectives.
- Define sequence of construction and anticipated timeline for reaching performance criteria, or where criteria are slow to be reached, identify benchmarks that will be used to indicate that the site is on a trajectory that will meet criteria, objectives, and goals.

The project proponent shall complete all required Federal, State and Local Permitting Including but not limited:

- Hydraulic Project Approval (WDFW)
- Coastal Zone Consistency and Water Quality Certification (WDOE)
- Section 404 and Section 10 Permits (USACE)
- ESA Consultations (USFWS/NMFS)
- Section 106 Consultation (Lead Fed. Agency)
- SEPA Determination (Lead Local Authority)
- Local Site Construction Permits (Local Jurisdiction)

#### **Deliverable:**

1. A PDF file containing design submitted to permitting and documentation of the outcome will be uploaded to PRISM using the filename “PROJECTNAME-permitting-DATE.pdf”. Submittal documents should not be provided, but concurrence, permit and terms and conditions documents should be provided.

### **4/ Complete monitoring and adaptive management plan**

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#### **Description:**

Develop monitoring and adaptive management plan and cost estimates, minimally including:

- Clearly defined project goals and objectives.
- A scope and schedule for implementation monitoring to adequately document the restoration treatment.
- A scope and schedule for a qualitative monitoring strategy including project photo-documentation and visual inspection.
- Hypotheses to be tested through quantitative monitoring.
- Descriptions of the parameters to be estimated, and the temporal and spatial patterns that may affect their accurate and precise measurement or estimation.
- Identification of reference and control sites.
- A clear sampling plan that includes frequency, duration, intensity and planned method of statistical data analysis.
- A scope and schedule describing how qualitative or quantitative observations will trigger management actions or reporting.
- A description of the staff expertise required to complete monitoring, and how that expertise will be secured for the project.
- A description of the products that will be generated from monitoring including an anticipated delivery schedule.

And related to site management:

- A brief description of the final disposition of all real property involved in the proposed action including property owner contact information.
- A description of the legal mechanisms used to insure access and management for habitat function over time.

#### **Deliverable:**

1. A PDF file containing a monitoring and adaptive management plan will be uploaded to PRISM using the filename “PROJECTNAME-monitoringplan-DATE.pdf”

### **5/ Complete bid plans and specifications**

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#### **Description:**

The contractor will publish bid plans and specifications and those plans and specifications shall contain all terms and conditions established through permitting. Bid plans and specifications shall not deviate substantially from project designs submitted for permits. Bid documents shall include a schedule and scope for the bid process, and notification of a pre-bid site inspection date and time 1 week prior to execution. Bid plans and specs shall be delivered 2 weeks prior to advertisement of the bid opportunity.

**Deliverable:**

1. A PDF file containing bid plans and specifications will be uploaded to PRISM using the filename “PROJECTNAME-biddocuments-DATE.pdf”

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## 6/ Document contractor selection process

**Description:**

The project proponent will prepare a brief (1 page?) contractor selection summary that indicates where and for how long the contract opportunity was advertised, the number of applicants, the criteria used to select the contractor, and the final contractor selected including the lead staff and subcontractors engaged. Contractor selection process shall include at minimum:

- Opportunity for site access and pre-bid site tour.
- Clearly defined criteria for selection defined prior to bid advertisement.
- Status of license, bonding, and insurance of selected contractor.
- Documentation of a performance bond as required

**Deliverable:**

1. A PDF file containing a brief contractor selection summary will be uploaded to PRISM using the filename “PROJECTNAME-bidoutcome-DATE.pdf”

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## 7/ Complete Construction and provide as-built documentation

**Description:**

The contractor will complete project construction consistent with bid plans and specifications described above. That construction effort will at minimum include:

- MINCONSTRUCTIONSCOPE used to identify performance metrics central to project implementation (excavation 1500 feet of new channel with a mean cross section of ##.)

Preparation of a project completion report following construction containing:

- Documented completion of any final inspections required under permit.
- High-resolution digital images from a minimum of 3 photo points documenting construction consistent with the attached Digital Image Format and/or the Monitoring and Adaptive Management Plan described above.
- Implementation monitoring consistent with the Monitoring and Adaptive Management Plan reviewed described above.
- Deviations from bid plans and specifications potentially including revised as-built plan drawings indicating the spatial extent and character of actual restoration treatments.

**Deliverable:**

1. A PDF file containing a complete construction as-built report will be uploaded to PRISM using the filename “PROJECTNAME-asbuiltplan-DATE.pdf”
2. Digital Images consistent with the Digital Image Format Guidance shall be uploaded to PRISM.

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## 8/ Complete Stewardship and Maintenance Planning

**Description:**

The contractor will deliver a stewardship and maintenance plan that identifies a scope, schedule, budget and source of funding for completion of maintenance tasks necessary to insure that project goals and objectives will be achieved.

**Deliverable:**

1. A PDF file containing a stewardship and maintenance plan will be uploaded to PRISM using the filename “PROJECTNAME-maintenanceplan-DATE.pdf”

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## 9/ Deliver monitoring report

**Description:**

The contractor will deliver a monitoring report consistent with specifications found in the Monitoring and Adaptive Management Plan described above.

**Deliverable:**

1. A PDF file containing a monitoring report will be uploaded to PRISM using the filename “PROJECTNAME-monitoringreport-DATE.pdf”

## 10/ Complete Contract Closure

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The contractor will:

- update the PRISM database consistent with current ESRP PRISM Business Rules upon completion of the project.
- upload all deliverables to the PRISM database using the file naming convention described herein.
- Complete an ESRP final report providing key findings and lessons learned (not anticipated to exceed 5 pages).

*PRISM records as used by ESRP will include 10-30 fields. Some narrative fields will have a required content consistent with intended end use of those fields. Updated PRISM business rules for nearshore projects are anticipated by June 2008.*

Deliverables shall be provided as attachments. All embedded images shall be minimized to a 200 DPI compressed JPG format to minimize attachment file size and accessibility of documents. Deliverables will be named following a standard convention of project nickname, product type, date of delivery as described for individual task deliverables.

### DIGITAL IMAGE FORMAT

- Images shall be accompanied by a site plan that indicates the location and bearing of each photo points. The notated site plan shall be in PDF format. Photo points will be selected to provide an overview of the impact, and shall include landscape features that indicate the scale of the activity.
- Each images photo point series shall include a minimum of one shot for each of the before, during, and after construction time periods. Where possible, before during and after images will occur within a single season.
- Image file name shall include project site code name, photo-point code as displayed on the map, and date (i.e. “PROJECTNAME\_P1\_05-1014.jpg”).
- All images shall be released to the public domain, and will be reproducible by WDFW or its associates for any and all purposes.
- Images shall be delivered as un-embedded minimally compressed JPG files at a minimum of 4 million-pixel resolution.

**Deliverable:**

1. Completed PRISM record including deliverables.

A PDF file containing a lessons learned report will be uploaded to PRISM using the filename “PROJECTNAME-lessonslearned-DATE.pdf”

## Statement of Work Template (Acquisition)

### **1/ Identify Subject Properties**

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#### **Description:**

The contractor will provide documentation to confirm all property boundaries and character, both the World Martial Arts Tract, and Broad Spit Tract, consistent with application materials, and as described in:

1. A boundary delineation as described in Attachment D—Special Provisions, section 6.A.

#### **Deliverable:**

*A CD or e-mail containing boundary delineation*

### **2/ Complete Acquisition and Protection Action**

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#### **Description:**

The contractor will use best real estate industry practices to complete an investigation of the parcel(s) being considered for acquisition and/or protection. The contractor will develop the legal ownership and organizational structures and instruments that will protect ecosystem processes and functions from anthropogenic degradation in perpetuity, and complete acquisition and protection of the parcels as described by this agreement. These efforts will include:

1. An appraisal report and review consistent with RCO-SRFB appraisal requirements and as described in Section V.4.B and C in Attachment D.
2. A Deed of Right reviewed and approved by WDFW.
3. Long-term stewardship plan that identifies the final disposition of the parcels, how protections will be enforced, how enforcement will be funded, and describing other monitoring and protection activities, including key partner contact information.
4. Documentation of baseline parcel conditions as described by RCO-SRFB Grant Manual 3 (March 8, 2007).

*The sponsor will provide final documentation of the completed protection action as specified in Attachment D—Special Provisions for Real Estate Acquisition.*

*Deliverables will be received and reviewed prior to any reimbursement for costs associated with this task.*

#### **Deliverable:**

*A CD or e-mail containing documentation described in Section II.6. of Attachment D—Special Provisions.*

## Appendix J – Management Measures

This is a working draft list of Nearshore Restoration and Protection Management Measures prepared by the Nearshore Partnership Implementation Team. It was derived from an analysis of National Estuary Restoration Inventory techniques, compared to other management measure taxonomies.

<b>Armor Modification or Removal</b>	<b><i>Modification or removal of armoring structures in the upper intertidal, including retaining structures and/or erosion protection structures and associated vegetation in the upland margin.</i></b> Armor consists of any material placed near or within the ordinary high water but most commonly is seen as rock revetments or concrete retaining walls. Structures commonly called “bulkheads” would also be included here. This MM includes modification of existing armor structures to reduce environmental impacts while still retaining essential property protection functions. This could include changing the elevation or character (size, material, continuity) of the revetment/bulkhead.
<b>Beach Nourishment</b>	<b><i>Artificial placement of sand and/or gravel on the upper portion of a beach where historic supplies have either been eliminated or decreased due to updrift modifications.</i></b> This measure also includes the restoration of sediment supply where native materials are allowed to naturally enter the drift cell (passive) or through human intervention (active).
<b>Berm or Dike Modification or Removal</b>	<b><i>Modification or removal of sea dikes, estuarine levees and other structures that prevent or impede tidal or riverine access to the floodplain.</i></b> This can be accomplished through partial or complete removal of the structure depending on location, site constraints and objectives. This measure is for lateral structures only and does not include dams, or other perpendicular obstructions to flow. Modification examples include dike breaching and reduction of dike elevation to encourage tidal exchange.
<b>Channel Rehabilitation or Creation</b>	<b><i>Restoration or creation of channels, most commonly tidal channels to improve water flow and ecosystem function.</i></b> Physical channel reconstruction is included in this measure and distinguished from <i>Elevation Restoration</i> in that it relates to channels and not the surrounding landscape. Work could include modification of blocked channels, creation of new channels, channel rehabilitation, or relocation.
<b>Contaminant Removal or Remediation</b>	<b><i>Removal or remediation of unnatural or natural substances (eg. fecal coliform, excessive pH) harmful to the resilience or integrity of the Puget Sound nearshore.</i></b> This measure may include addressing contamination sources, such as from stormwater discharge. Remediation of chemical contamination is also included under this MM.
<b>Debris Removal</b>	<b><i>The removal of solid waste, derelict and otherwise abandoned items in the nearshore.</i></b> Common examples of debris include derelict fishing gear and sunken or buried debris (vessels, wood waste, tires). Debris removal does not include removal of chemical contamination.

## Appendix J – Management Measures

<b>Habitat Protection Policy or Regulations</b>	<b><i>Protection of habitats using non-structural approaches to long-term preservation of ecological processes and features.</i></b> This MM includes changes to land use policy or specific regulations (for example, through the Growth Management Act or Shoreline Management Act), enforcement of existing environmental regulations or codes, voluntary agreements with property owners, or incentive or disincentive programs to achieve voluntary habitat protection. This MM is used to protect the investment of public funds and ensure future land use does not conflict with the restoration investment and is broad enough to accommodate actions at the community, county, state, tribal, or federal levels.
<b>Hydraulic Modification</b>	<b><i>Alterations to jetties, groins, breakwaters or other structure in the lower intertidal as well as improvements to hydraulic conditions by removing or modification to dams, culverts or tide gates.</i></b> Degraded hydrologic baseline conditions could necessitate removal of instream features such as culverts and tide gates or placement of structural features (rocks/wood) to direct surface water or manage stormwater for the protection of wetlands, seeps, creeks or other sensitive areas. Hydrologic manipulation could also be used to ensure persistence of constructed pond and wetland features. This measure could also include road relocation.
<b>Invasive Species Control</b>	<b><i>Eradication or control of existing invasive plants or animals at a proposed site or to prevent establishment of such species after construction is complete.</i></b> Because many restoration sites around Puget Sound are currently occupied by one or more aquatic or terrestrial invasive plant or animal this is an increasingly utilized measure. This measure is often used to promote the establishment of native communities and is often combined with physical exclusion, mechanical removal, and pollution control.
<b>Large Wood Placement</b>	<b><i>Installment of wood, particularly large complex pieces, within the backshore or otherwise in contact with water to increase aquatic productivity and habitat complexity.</i></b> Large woody debris (LWD) can be placed singly or in groups to produce the scale and function required for each application. LWD should be large enough that it can remain functional in its application while natural sources of LWD recruitment develop.
<b>Overwater Structure Removal or Modification</b>	<b><i>Modification or removal of overwater structures such as piers, floating decks and docks to decrease shading and restore wave regimes.</i></b> Overwater structures may affect solar radiation penetration, growth of eelgrass, and fish behavior. This MM may involve modifying characteristics (material, size, type) or removal of structure all together.
<b>Physical Exclusion</b>	<b><i>Fences or barriers installed in order to protect a restoration site or sensitive area from unwanted disturbance by humans and animals.</i></b> Physical exclusion can include temporary or permanent features and may consist of manmade or natural materials. Common exclusion features include fencing, boardwalks, trails, mooring buoys, and signage.
<b>Pollution Control</b>	<b><i>Development of temporary or permanent infrastructure that prevents entry of pollutants into the nearshore ecosystem.</i></b> This may include active collection and treatment of polluted flows or localized interception and remediation of pollutants before they enter the nearshore environment. This measure also includes any temporary pollution control methods associated with construction such as abatement ponds, filters, or oil booms. This MM excludes management of private infrastructure or activities through the <i>Public Education</i> or <i>Habitat Protection</i> management measures.

# Appendix J – Management Measures

<b>Property Rights Acquisition</b>	<p><i>Transfer of land ownership or development rights through purchase or other means in order to enable, protect or increase restoration effectiveness.</i></p> <p>Protection of ecosystem processes through property acquisition is a mechanism used in conjunction with other physical landscape alteration MMs to ensure sustainability of basic nearshore processes and the long-term success of restoration projects. In many cases, protection of the property is a prerequisite to construction. This MM could include acquisition of a deed of right, easements, water rights, or other extraction rights (timber/mineral).</p>
<b>Public Education and Involvement</b>	<p><i>Activities intended to increase public awareness of nearshore processes, threats to the Puget Sound nearshore ecosystem, the benefits gained from restoration, and to promote stewardship and responsible use of the Puget Sound nearshore.</i></p> <p>Public education at the site scale often takes the form of workshops or work events, site tours, and information such as signage or pamphlets in order to enhance participant understanding of restoration activities. This MM could include the development of educational programs to increase understanding of ecological sensitivity of restoration sites and the benefits provided by the work performed as well as to generate interest so that additional values can be gained from the site (research opportunities, political support, community stewardship, etc).</p>
<b>Revegetation</b>	<p><i>Planting native plant species to accelerate or insure the establishment of target vegetation.</i> This measure includes replanting in the upland area of a restoration site as well as intertidal and subtidal ranges. Revegetation can be the method for achieving <i>Physical Exclusion</i> (see above) depending on the plant species employed. Revegetation may be accomplished through broadcasting of seeds (grasses) or planting of small or large plants.</p>
<b>Species Habitat Enhancement</b>	<p><i>Installation or creation of habitat features (sometimes specific structures) for the benefit of native species in the nearshore.</i> Examples include installation of nest boxes or nurse logs near estuaries and wetlands, vegetation planting, or creation of terrestrial or aquatic features to enhance amphibian, reptile, or fish habitat. This measure may also include ancillary features for the protection or feeding of animal species and could benefit multiple species types (birds and amphibians or mammals and birds).</p>
<b>Species Reintroduction (Non-Plant)</b>	<p><i>Reestablishment of animal species at a site.</i> This MM may include reintroduction of endangered species or shellfish (such as native oysters) or other locally extirpated or non-viable populations. See <i>Revegetation</i> (above) for plant reintroductions.</p>
<b>Substrate Modification</b>	<p><i>The placement of materials to facilitate the establishment of desired habitat features to increase nearshore goods and services.</i> This measure may include overlaying coarse substrate materials to allow for water retention, covering undesirable materials, replacing coarse materials with fine materials (or vice versa), and improving the substrate composition for fish spawning needs. At subtidal elevations, substrate modifications could include placement of larger material to form artificial reef to support invertebrates and marine fish communities.</p>
<b>Topography Restoration</b>	<p><i>The use of dredge or excavation equipment to remove or add layers of surface material so that banks, tidal wetlands, or mudflats can be recreated.</i> This MM includes regrading, placement of fill, and/or removal of fill to restore proper function. This includes filling of historic dredge channels.</p>

## Appendix K – Shipman Shore Types

**Table 2.** Puget Sound geomorphic units, including geomorphic systems, landforms and components. Landforms do not necessarily include all identified components.

Systems	Landforms	Components
<b>Rocky coast</b> Resistant bedrock with limited upland erosion	<b>Plunging</b> Rocky shores with minimal erosion/ deposition and no erosional bench or platform	Cliff/slope
	<b>Platform</b> Wave-eroded platform/ramp, but no beach	Cliff Ramp/platform
	<b>Pocket Beaches</b> Isolated beaches contained by rocky headlands	Cliff Backshore Beach face Low tide terrace
<b>Beaches</b> Shorelines consisting of loose sediment and influenced by wave action	<b>Bluffs</b> Formed by landward retreat of the shoreline	Bluff face Berm Beach face Low tide terrace
	<b>Barriers</b> Formed where sediment accumulates seaward of earlier shoreline	Berm Beach face Low tide terrace
<b>Embayments</b> Protected from wave action by small size and sheltered configuration	<b>Open coastal inlets</b> Small inlets protected from wave action by their small size or shape, but not extensively enclosed by a barrier beach	Stream delta Tide flats Salt marsh Channels
	<b>Barrier estuaries</b> Tidal inlet largely isolated by a barrier beach and with a considerable input of freshwater from a stream or upland drainage	Stream delta Tide flats Salt marsh Channels Tidal delta
	<b>Barrier lagoons</b> Tidal inlet largely isolated by a barrier beach and with no significant input of freshwater	Tide flats Salt marsh Channels Tidal delta
	<b>Closed lagoons and marshes</b> Back-barrier wetlands with no surface connection to the Sound	Salt marsh Pond or lake
<b>River deltas</b> Long-term deposition of fluvial sediment at river mouths	<b>River-dominated deltas</b> Extensive alluvial valleys with multiple distributaries and significant upstream tidal influence <b>Wave-dominated deltas</b> Deltas heavily influenced by wave action, typically with barrier beaches defining their shoreline <b>Tide-dominated deltas</b> Deltas at heads of bays where tidal influence is much more significant than fluvial factors, typically with wedge-shaped estuary <b>Fan deltas</b> Steep, often coarse-grained deltas with limited upstream tidal influence	<b>Alluvial floodplain</b> Salt marsh Tide flats Subtidal flats Distributary channels Tidal channels