

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
Philip Morley, County Administrator

FROM: Kate Driehaus, WSU Jefferson County Extension

DATE: 9-3-13

RE: Contract with North Olympic Salmon Coalition (NOSC)

STATEMENT OF ISSUE:

The purpose of this agreement is to provide the North Olympic Salmon Coalition services related to development of a social marketing based outreach campaign using program development methods provided by the Puget Sound Partnership.

ANALYSIS:

The program will promote behaviors among 10% of the landowners in the Snow Creek drainage area and will improve the stewardship of approximately 1,250 linear feet of riparian buffers. WSU Jefferson County Extension staff will be responsible for completion of this project as outlined in the attached scope of work. Work is to begin in September 2013 and to be completed by March 2014.

FISCAL IMPACT:

\$8785.00 - - 100% grant funded

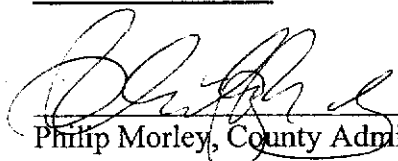
RECOMMENDATION:

We recommend that the Commissioners approve this agreement

DEPARTMENT CONTACT:

Kate Driehaus 379-5610 Ext. 206

REVIEWED BY:


Philip Morley, County Administrator

8/28/13
Date



CONTRACT FOR PROFESSIONAL SERVICES

Contract # 2013-29

This Contract for Professional Services (the Contract) is entered into by the North Olympic Salmon Coalition (NOSC), a 501(c)(3) non-profit organization, having its principal offices at 205 West Patison Street, Suite B, Port Hadlock, Washington, 98339, and Jefferson County, a municipal corporation, hereinafter referred to as the Contractor.

Contract funding is from a grant by the Environmental Protection Agency (EPA), to the Puget Sound Partnership (PSP) and then to NOSC. Collectively the EPA and PSP will be referred to as the AGENCY.

The source of funds provided by the EPA are Puget Sound Action Agenda, Outreach, Education and Stewardship Support Program. (Environmental Protection Agency, CFDA #66.122) These funds are subject to congressional actions.

Project

The purpose of this agreement is to provide the North Olympic Salmon Coalition services related to development of a social marketing based outreach campaign using program development methods provided by the Puget Sound Partnership. The program will promote behaviors among 10% of the landowners in the Snow Creek drainage area and will improve the stewardship of approximately 1,250 linear feet of riparian buffers.

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on the date of full execution by NOSC's representative, and terminates on March 15, 2014. The parties may agree to renew or extend this contract as needed. In no event will the Contract (or any Contract Renewal) become effective unless and until it is approved in writing by both NOSC and the Contractor.

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor is set forth in Exhibit A: "Scope of Work", which is attached to this Contract and incorporated herein by this reference.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, or labor will be furnished by NOSC.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practices and in conformity with state and local law.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with NOSC from time to time, or as outlined in the Scope of Work, regarding the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by NOSC.

SECTION 3. CONTRACT REPRESENTATIVES

NOSC and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

NOSC Contract Supervisor
Rebecca Benjamin, Executive Director

205 West Pattison, Suite B
Port Hadlock, WA 98339
Phone: (360) 379-8051
FAX: (360) 379-3558

Contractor's Contract Representative

Laura Lewis, County Director
Jefferson County Extension
380 Jefferson Street
Port Townsend, WA 98368
Phone: (360) 379-5610

SECTION 4. COMPENSATION

- 4.1 The total amount payable under the Contract by NOSC to the Contractor and outlined in the attached scope of work, and in no event will exceed **\$8,785.00**.

Task1	Program Administration	Total reimbursement for task 1 not to exceed \$400.00
Task 2	Program Development	Total reimbursement for task 2 not to exceed \$8385.00
	Total	\$8785.00

- 4.2 Contractor will submit an invoice and written report to NOSC once a month for payment of work actually completed to date. The bill will detail which employee of Contractor did the work, the quantity of work (in hours or units) performed by that employee and the hourly or unit rate charged for that employee. Subject to the other provisions of the Contract, then NOSC generally will pay such an invoice within 45 days of receiving it.
- 4.3 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.4 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.5 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 business days following notice from NOSC, NOSC may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by NOSC and until it is accepted by the Puget Sound Partnership.
- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing and must be signed by authorized representatives of both parties. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by NOSC and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 The Contractor will hold harmless, indemnify and defend NOSC, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of NOSC, its officers, officials, employees or agents.
- 6.2 With regard to any claim against NOSC, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 6.3 The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

SECTION 7. INSURANCE

- 7.1 **Professional Legal Liability.** The Contractor, if it is a licensed professional, will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract.
- 7.2 **Workers' Compensation and Employer Liability.** The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the NOSC Contract Supervisor.
- 7.3 **Commercial General Liability.** The Contractor will maintain commercial general liability for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
- 7.4 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows (check ONE of the following options):
- The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.
 - The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$250,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$500,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired, and non-owned automobiles.

7.5 Miscellaneous Insurance Provisions.

- A. The Contractor's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering NOSC, its elected and appointed officers, officials, employees and agents.
- B. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will include NOSC, its officers, officials, employees and agents with respect to performance of services.
- C. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will contain no specific limitations on the scope of protection afforded to NOSC as an additional insured.
- D. Any failure to comply with reporting provisions of the policies will not affect coverage provided to NOSC, its officers, officials, employees and agents..
- E. The Contractor will furnish separate proof of insurance for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

SECTION 8. TERMINATION

- 8.1 NOSC may terminate the Contract in whole or in part whenever NOSC determines, in its sole discretion that such termination is in the best interests of NOSC. NOSC may terminate the Contract upon giving the Contractor 10-business days' written notice. In that event, NOSC will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, NOSC may immediately terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by NOSC to the Contractor. No costs incurred after the effective date of the termination will be paid.
- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 business days of written notice to do so by NOSC, NOSC may terminate the Contract. In that event, NOSC will pay the Contractor only for the costs of services accepted by NOSC. Upon such termination, NOSC, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by NOSC in completing the work and all damages sustained by NOSC by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of NOSC.
- 9.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of NOSC. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in the Contract. The Contractor shall perform the contracted work. Any designee shall have prior NOSC approval to substitute for the contracted representative.
- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any other benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to NOSC employees.
- 10.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of NOSC.

SECTION 11. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

SECTION 12. OWNERSHIP OF MATERIALS/WORKS PRODUCED

COPYRIGHT PROVISIONS, CREDIT AND ACKNOWLEDGEMENT

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

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

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

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

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

12.3 Credit and Acknowledgement

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

- 12.4 An electronic copy of all electronic files will be submitted to NOSC upon request and/or at the end of the job. In compliance with RCW 39.29.080, the CONTRACTOR shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

The Contractor will hold harmless, indemnify and defend NOSC, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against NOSC, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by NOSC of any notice of such claim.

SECTION 14. DISPUTES

Differences, disputes and disagreements between the Contractor and NOSC arising under or out of the Contract will be brought to the attention of NOSC at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. The NOSC Contract Supervisor will decide any dispute relating to the quality or acceptability of performance or compensation due the Contractor. All instructions and decisions of the NOSC Contract Supervisor will be final and conclusive.

SECTION 15. CONFIDENTIALITY

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by NOSC or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of NOSC or upon an order entered by a court of competent jurisdiction. The Contractor will promptly give the NOSC Contract Supervisor written notice of any judicial proceeding seeking disclosure of such information, as well as any contacts by interested parties as to matters before the Contractor.

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.

- 16.2 Any action of law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction. With respect to the state court system, the court of competent jurisdiction shall only be the Superior Court In and For Jefferson County.

SECTION 17. MISCELLANEOUS

- 17.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.2 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from NOSC's Contract Supervisor.
- 17.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
- 17.5 **Records Inspection and Retention.** NOSC may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.
- 17.6 **Successors and Assigns.** NOSC, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 17.7 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 17.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 17.9 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives provision of the Contract. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served.

IN WITNESS WHEREOF:

NOSC and the Contractor have signed this contract on the date noted:

North Olympic Salmon Coalition

Jefferson County

RB
Rebecca Benjamin, Executive Director

Signature, Authorized Official

RB
Printed Name

Printed Name, Authorized Official

Date: 8/22/13

Date: _____

ATTEST:

Date: _____

Clerk
Board of County Commissioners
Jefferson County, Washington

Approved as to form only

David Alvarez
Jefferson Co. Prosecutor's Office
David Alvarez, Chief Civil DPA

8/21/2013

EXHIBIT A: SCOPE OF WORK

Category	Description	Start Date	Completion Date	Reimbursement	County Match	Total
				expenses not to exceed	Provided	
1	Program Administration			\$400		
1A	Provide quarterly reports to the Straits ECO Net members detailing milestones, research findings, and actions taken to move the project forward.		09/30/13 12/31/13 3/15/13			
1B	Track grant related expenses, including actual or in-kind expenditures used as match.		Monthly thru March 2014			
1C	Monthly, provide a brief progress report, no longer than one page, detailing milestones, research findings, and other actions taken to move the project forward. The progress report will be submitted with monthly expenses.		Submitted by the 15th of each month for the previous month's expenditures			

Program Development		\$8,385	\$3000.00
2A	<p>Draft a Situational Analysis and Market Research Strategy that:</p> <ul style="list-style-type: none"> Identifies the issue being addressed and the program goals and objectives. Reviews and summarizes available, pertinent foundational marketing resources, addressing likely target audiences, messaging, and behavioral barriers and motivators. Completes an expanded Strength, Weakness, Opportunities and Threats (SWOT) analysis and provides preliminary program logic model using a format provided by the PSP. Identifies any critical gaps in understanding, uncertainties, or questions related to target audience selections, barrier identification, or messaging. Identifies a method and schedule to conduct additional market research; addressing gaps in understanding and acknowledging budget constraints, if necessary. 	<p>Submit draft Situational Analysis and Market Research Strategy to the PSP Project Manager for review and approval.</p>	09/30/13
2B	<p>Consult with the PSP Project Manager to discuss the draft Situational Analysis and Market Research Strategy, research related tasks, and schedule. Complete the research strategy using feedback from these discussions. Obtain final agreement with PSP Project Manager regarding the scope of tasks and schedule that details how and when market research will be conducted.</p>	<p>Submit approved Situational Analysis and Market Research Strategy to the PSP Project Manager</p>	10/15/13

2C	Conduct market research as detailed in the approved Situational Analysis and Market Research Strategy. Draft a report of the research results detailing: 1) gaps in understanding, uncertainties, or questions that elicited the additional research, 2) the methodology used to gather information, 3) a concise summary of results, and 4) interpretation of results in relation to the research questions.	Submit research data and Research Finding Report to the PSP Project Manager for review.	12/31/13	
2D	Create a draft Social Marketing Strategy using Nancy Lee's ten step social marketing planning process and based on information gathered during the situational analysis and foundational research. This shall also include a schedule of tasks needed to enact the strategy, and if applicable, a revised logic model incorporating changes made in response to new information. 2	Submit draft Social Marketing Strategy to the PSP Project Manager for review and approval.	2/15/14	
2E	Consult with the PSP Program Manager to discuss the draft Social Marketing Strategy, marketing related tasks and schedule. Complete the social marketing strategy using feedback from the PSP and the PSP's consultants. Obtain final agreement with the PSP Project Manager regarding the final scope for social marketing-related tasks. 1	Submit approved Social Marketing Strategy to the PSP Project Manager	02/28/14	
2F	Develop an Evaluation Strategy in conjunction and concurrently with the Social Marketing Strategy, addressing the following: 1) the effectiveness of activities taken to promote the program and reach the target audience, 2) initial outcomes achieved as a response to programmatic actions, and 3) if possible, intermediate outcomes achieved as a response to programmatic actions. 2	Submit draft Evaluation Strategy to the PSP Project Manager for review and approval.	2/15/14	
2G	Consult with the PSP Program Manager to discuss the draft Evaluation Strategy, related tasks and schedule. Complete evaluation strategy using feedback from the PSP and the PSP's consultants. Obtain final agreement with the PSP Project Manager regarding the final scope and schedule for evaluation-related tasks. 1	Submit approved evaluation strategy to the PSP project manager.	02/28/14	
Total Maximum Consideration				\$8,785 \$3,000 \$11,785

PROGRAM SPECIFIC REQUIREMENTS/NARRATIVE

¹The tasks and schedule detailed in the completed, approved *Market Research Plan* will become required activities as part of *Subtask 2C: Conduct additional research detailed in the approved Market Research Strategy*.

²Grantee shall work with contractors identified by Puget Sound Partnership (PSP) in the areas of Evaluation and Social Marketing. PSP will pay for these contractors directly and does not expect the Grantee to enter into a contractual relationship with them. The purpose of this is to ensure adequate technical expertise is available to the Grantee to carry out a successful project.

³The draft and completed *Research Findings Report and Social Marketing Strategy* may be submitted as a single document.

BILLING PROCEDURES AND REIMBURSEMENT

Charges may only be made for work and expenses that occur within the period of performance. Only staff time and travel are eligible for reimbursement. Travel is not to exceed \$300.00. Payment shall be based upon satisfactory acceptance, by the PSP's sole discretion of work products and or services, each deliverable, and/or progress report submitted by the CONTRACTOR. NOSC reserves the right to withhold 10% of the payment under each reimbursement request until satisfactory completion of the project.

The reimbursement requests must describe and document, to NOSC's satisfaction, the following:

1. a description of the work performed, and
2. the progress of the project and milestones met.

Each reimbursement request must include:

1. a progress report or description of deliverables rendered during the period
2. the amount being billed, including hourly rates
3. the cumulative amount spent, along with a remaining balance on the contract
4. if match is required: a. match requirement met during the billing period, and b. cumulative match requirement met; and original documentation of all match
5. the time period during which the services were performed.

The reimbursement request shall include the agreement reference number.

SPECIAL INSTRUCTIONS

*Match will be met by documenting the contributions of in-kind made by local restoration and outreach practitioners who will contribute to the design, implementation and evaluation phases of the project.