

The Honorable _____

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

STATE OF WASHINGTON,

Plaintiff,

v.

U.S. DEPARTMENT OF COMMERCE;
HOWARD LUTNICK in his official
capacity as Secretary of Commerce;
NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION; and
LAURA GRIMM in her official capacity as
Acting Administrator of NOAA,

Defendants.

NO. 2:25-cv-1507

COMPLAINT FOR
DECLARATORY AND
INJUNCTIVE RELIEF

INTRODUCTION

1. For decades, federal agencies, including the U.S. Department of Commerce and the National Oceanographic and Atmospheric Administration, have carried out statutory directives consistent with mandatory regulations when making, renewing, and terminating awards of congressionally appropriated funds.

2. The current federal administration upended all that on January 20, 2025, when President Trump began issuing a flurry of executive orders and other directives commanding federal agencies to terminate huge swaths of federal funding deemed inconsistent with his policy priorities.

3. On the chopping block: more than \$9 million in federal funding Washington was relying on to help communities disproportionately exposed to the adverse effects of climate change become more resilient.

4. On the first day of his new administration, the President issued Executive Order 14151 targeting diversity, equity, inclusion, and accessibility (DEIA) efforts. Through Executive Order 14151, the President mandated agencies to, among other things, provide to the Director of the U.S. Office of Management and Budget a list of all “grantees who received Federal funding to provide or advance DEI, DEIA, or ‘environmental justice’ programs, services, or activities since January 20, 2021,” and to terminate all “‘equity-related’ grants.” Exec. Order No. 14,151, 90 Fed. Reg. 8339, 8339-40 (Feb. 26, 2025).

5. The following month, President Trump formally directed agencies—and the DOGE employees assigned to those agencies—to terminate funding to reduce federal spending or “reallocate spending to . . . advance the policies of my Administration.” Exec. Order No. 14,222, 90 Fed. Reg. 11095, 11096 (Feb. 26, 2025).

6. In April 2025, the President took aim at states’ attempts to address climate change within their own borders, describing such efforts as “burdensome and ideologically motivated” and going so far as to direct the Attorney General of the United States to identify “State laws purporting to address ‘climate change’ or involving ‘environmental, social, and governance’ initiatives, ‘environmental justice,’ carbon or ‘greenhouse gas’ emissions” and take action to “stop the enforcement of [those] laws.” Exec. Order No. 14,260, 90 Fed. Reg. 15513, 15514 (April 8, 2025).

7. The termination of Washington’s equity-focused climate resilience funding aligns with these Trump administration directives to eradicate climate action and end efforts to address systemic inequities and environmental injustice.

8. But Congress has repeatedly recognized the importance of climate resilience, and neither the President nor executive agencies may contravene congressional intent by terminating

1 funding simply because they disagree with its purpose.

2 9. Nevertheless, on May 5, 2025, Defendants did exactly that. In service of
3 implementing the Trump administration’s unfettered and indiscriminate efforts to cut costs and
4 other policy directives, Defendants unlawfully terminated two awards of federal funding
5 intended to support climate resilience in the Washington communities that need it most.

6 10. Defendants’ proffered grounds for terminating Washington’s awards are spurious
7 and pretextual. To support their decisions to terminate Washington’s awards, Defendants rely on
8 2 C.F.R. § 200.340,¹ which allows agencies to terminate awards, to the greatest extent authorized
9 by law, if: (a) the terms and conditions of the award expressly allow for termination on this basis,
10 *and* (b) the award *no longer* effectuates the program goals or agency priorities identified at the
11 time of the award.

12 11. But Defendants terminated Washington’s funding expressly because the funded
13 activities—activities that before May 2025 Defendants enthusiastically supported—are
14 inconsistent with the Trump Administration’s *new* priorities.

15 12. Defendants disregard the requirement that the terms and conditions specify the
16 basis for termination. Moreover, Defendants erroneously contend that this single phrase—*no*
17 *longer effectuates agency priorities*—provides them unconstrained authority to unilaterally
18 terminate awards at any time and with no notice or process if the agency alleges the award
19 activities are misaligned with *new* presidential priorities, and even if the new priorities are at
20 odds with the congressionally directed purpose of the funding.

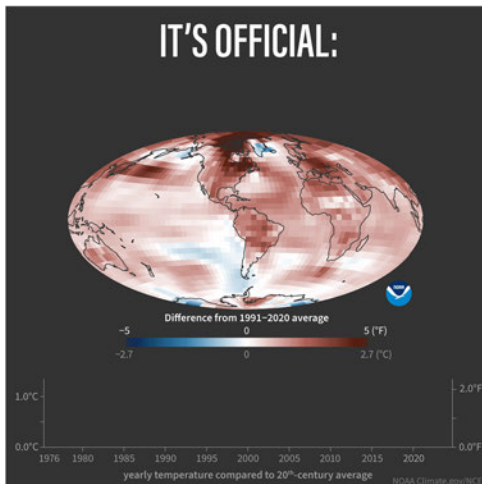
21 13. Defendants’ new and unexplained interpretation of § 200.340 cannot stand. They
22 stretch the meaning of this provision beyond the brink, misconstruing the phrase “no longer” and
23 eschewing any notice, consideration of reliance interests, or opportunity to object or appeal in
24 favor of unlawfully terminating awards at their whim merely because they do not wish to support

25
26 ¹ Plaintiffs refer to both 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor 2 C.F.R. § 200.340(a)(2) (2021).

purpose of the funding.

14. Washington is suffering concrete harms as a direct result of Defendants' unlawful termination of its awards. Washington has invested time, effort, and non-federal funds into developing and carrying out critical programs that focus on building resilience in communities disproportionately affected by climate change as a result of systemic inequities. Terminating funding mid-stream terminates these NOAA-approved programs; renders the State's prior work and investments in these programs meaningless; eliminates and imperils jobs; and impairs Washington's Climate Resilience Strategy at exactly the time it is needed most.

15. Mere months before terminating Washington's climate resilience awards, NOAA published its annual global and national climate reports. In January 2025, NOAA reported that 2024 was the warmest year since the start of global records in 1850 with an average temperature at 2.32°F above the 20th century average. In North America, the annual temperature in 2024 was 4°F above the 1910-2000 average. The ten warmest years in the 175-year record have all occurred during the last decade, and the first year to set a new global temperature—just 20 years ago in 2005—is now the 13th warmest year on record.² Resilience to climate-related hazards is more important now than ever before.



² Global Climate Report, <https://www.ncei.noaa.gov/access/monitoring/monthly-report/global/202413> (last accessed Aug. 5, 2025).

³ 2024 Global Temperature Anomaly Recap, <https://www.climate.gov/media/16728> (last accessed Aug. 5, 2025).

16. Defendants' actions are unlawful because they contravene federal regulations governing the administration of federal awards and dispense with the regular procedures and process afforded to awardees under those regulations, in violation of the Administrative Procedure Act. Defendants' actions also disclaim agency responsibility, violate the Spending Clause of the U.S. Constitution, and wholly disregard bedrock separation-of-powers principles, as enshrined in the Constitution, in service of changing executive preference.

17. In the absence of judicial relief, Washington will continue to suffer irreparable harm on an ongoing basis that will only increase with time.

JURISDICTION AND VENUE

18. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1346(a)(2). Jurisdiction is also proper under the judicial review provisions of the Administrative Procedure Act (APA). 5 U.S.C. §§ 702, 704.

19. An actual controversy exists between the parties within the meaning of 28 U.S.C. § 2201(a), and this Court may grant declaratory relief, injunctive relief, and other relief pursuant to 28 U.S.C. §§ 2201-2202, and 5 U.S.C. §§ 705-06.

20. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b)(2) and (e)(1). Defendants are agencies of the United States government and officers sued in their official capacities. Plaintiff State of Washington is a resident of this judicial district, and a substantial part of the events or omissions giving rise to this Complaint occurred and are continuing to occur within the Western District of Washington.

PARTIES

21. Plaintiff STATE OF WASHINGTON is a sovereign state in the United States of America. Washington is represented by Attorney General Nicholas W. Brown. The Attorney General of Washington is the chief legal adviser to the State and is authorized to act in federal court on behalf of the State on matters of public concern.

22. Defendant UNITED STATES DEPARTMENT OF COMMERCE (Commerce) is a cabinet-level agency within the executive branch of the United States government responsible for conserving most marine species and managing ocean resource use, as well as weather and climate forecasting.

23. Defendant HOWARD LUTNICK is the Secretary of Commerce (Secretary) and is being sued in his official capacity.

24. Defendant NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA) is a federal agency within Commerce responsible for studying and predicting changes in environment, managing coastal and marine resources, as well as providing the public with essential environmental information.

25. Defendant LAURA GRIMM is the Acting Administrator of NOAA and is being sued in her official capacity.

FACTUAL ALLEGATIONS

A. Building Climate Resilience is Critical in the Face of Climate Change and Equity-Focused Strategies are Necessary to Protect Our Most Vulnerable Communities

26. Climate change has increased the severity of heatwaves, wildfires, drought, flooding, and coastal hazards in Washington. Combined with slower moving, but very real climate effects such as sea level rise, ocean acidification, and the loss of mountain snowpack, climate change presents risks and challenges to Washington's communities, infrastructure, and natural and working lands.⁴ Scientists predict the adverse effects of climate change will worsen in Washington in the coming decades, resulting in increasing harms to our State's economy, environment, and the health and well-being of our communities.⁵

⁴ See Wash. State Dep't of Ecology, Washington State Climate Resilience Strategy, Publication 24-01-006 2023 (September 2024), (hereinafter, Washington State Climate Resilience Strategy). A true and correct copy of the Washington State Climate Resilience Strategy is attached hereto as Ex. A; *see also* Washington State Enhanced Hazard Mitigation Plan. A true and correct copy of the Washington State Enhanced Hazard Mitigation Plan is attached hereto as Ex. B.

⁵ See Washington State Climate Resilience Strategy, Appendix A: Washington climate projections: Summary by region, prepared by University of Washington Climate Impacts Group.

27. As the U.S. Global Change Research Program⁶ articulated in the Fifth National Climate Assessment, “ongoing systemic oppression disproportionately exposes frontline communities in the Northwest—including low-income urban communities of color; rural and natural resource dependent communities; and tribes and indigenous communities—to the consequences of extreme heat, flooding, and wildfire smoke and other climate hazards. Frontline communities often have fewer resources to cope with and adapt to climate change but have been leaders in developing climate solutions within and outside their communities. Actions to limit and adapt to climate change that prioritize climate justice and redirect investments to frontline communities can advance resilience.”⁷

28. The Washington State Legislature has recognized the importance of addressing climate change, including its disproportionate effects on vulnerable communities,⁸ and in 2023, directed the Washington State Department of Ecology (Ecology) to update Washington’s Climate Resilience Strategy.⁹ The Legislature specifically directed Ecology to work with other state agencies to “facilitate coordination of a state response to federal funding opportunities

⁶ The U.S. Global Change Research Program (USGCRP) is an interagency program established by Congress through the Global Change Research Act of 1990 (Pub. L. No. 101-606, 104 Stat. 3096) (GCRA) to coordinate and integrate federal research on global change. Global change means global environmental, including alteration in climate, land productivity, water resources, atmospheric chemistry, and ecological systems that may alter Earth’s capacity to sustain life. GCRA, Pub. L. 101-606, 104 Stat. 3096.

⁷ M. Chang et al., Ch. 27: Northwest 27-8 in *Fifth National Climate Assessment* (A.R. Crimmins et al. eds., 2023) (hereinafter, *Fifth National Climate Assessment*, Ch. 27). A true and correct copy of the Fifth National Climate Assessment, Ch. 27 is attached hereto as Ex. C.

⁸ Wash. Rev. Code Chapter 70A.02 (Environmental Justice law adopted in 2021).

⁹ Wash. Rev. Code Chapter 70A.05 (“NOTE: Findings—Intent—2023 c 169: (1) The legislature finds that Washington is already experiencing negative community and environmental impacts due to climate change with disproportionate impacts to certain communities and populations and further finds that actions to increase climate resilience, as defined in RCW 70A.65.010, can help prevent and reduce impacts to communities and ecosystems. (2) The legislature further finds that greater cross-agency coordination on resilience, including an updated statewide climate resilience strategy, will help the state: Avoid high costs in the future; address and reduce the highest risks and greatest vulnerabilities; create more efficiencies; better leverage funding; foster more equitable outcomes; and provide for greater accountability. (3) The legislature further finds that RCW 70A.65.050 requires an updated statewide strategy for addressing climate risks and improving resilience of communities and ecosystems. Therefore, the legislature intends to direct the department of ecology to update and modernize the *2012 Integrated Climate Response Plan* with the assistance of other state agencies. (4) The legislature intends for the department of natural resources to continue pursuing climate resilience actions on the public lands they manage and to collaborate with other state agencies in statewide climate resilience efforts.)

related to climate resilience.”¹⁰

29. Ecology developed Washington’s updated Climate Resilience Strategy in coordination with partner agencies and institutions, including the Washington Departments of Health (DOH) and Commerce (DOC) and the University of Washington Climate Impacts Group (CIG), as well as tribes and representatives from disproportionately affected communities to ensure, among other things, that all Washington communities become more resilient to the adverse effects of climate change in a way that reduces health disparities and systemic inequities; allows Washington’s economy to thrive through workforce adaptation to a changing climate; and ensures that Washington’s infrastructure is resilient to climate-related hazards.¹¹

B. Climate Resilience Initiatives Are Consistent with NOAA’s Purpose and Congress Has Repeatedly Provided Funding to Support Climate Resilience Initiatives

30. NOAA is the principal federal agency tasked with understanding and predicting changes in climate, weather, ocean and coasts; sharing that knowledge and information with others; and conserving and managing coastal and marine ecosystems and resources.¹²

31. President Nixon created NOAA in 1970 as part of a broader reorganization plan.¹³

32. In a message to Congress transmitted with the reorganization plan, President Nixon stated:

As concern with the condition of our physical environment has intensified, it has become increasingly clear that we need to know more about the total environment -- land, water and air. It also has become increasingly clear that only by reorganizing our Federal efforts can we develop that knowledge, and effectively ensure the protection, development and enhancement of the total environment itself.¹⁴

33. President Nixon described establishing NOAA, along with the U.S.

¹⁰ Wash. Rev. Code § 70A.05.050.

¹¹ Washington State Climate Resilience Strategy at 20.

¹² Cong. Rsch. Serv., R47636, National Oceanic and Atmospheric Administration (NOAA): Organization Overview and Issues for Congress (updated March 4, 2025).

¹³ Reorganization Plan No. 4 of 1970, 35 Fed. Reg. 15627 (October 3, 1970). Under the terms of the statutory authority under which President Nixon submitted the reorganization plan, 5 U.S.C. § 906, the plan went into effect and NOAA was created. 84 Stat. 2090; *see also* 15 U.S.C. § 1511.

¹⁴ H.R. Doc. No. 91-366 (1970). A true and correct copy is attached hereto as Ex. D.

1 Environmental Protection Agency, as “a major step” in the direction of “rationally and
2 systematically” organizing the government’s environmentally-related activities.¹⁵

3 34. With specific regard to NOAA, he acknowledged that “[w]e face immediate and
4 compelling needs for better protection of life and property from natural hazards, and for a better
5 understanding of the total environment” and that such understanding would enable us to more
6 effectively monitor and predict the actions of the environment, “and ultimately, perhaps to
7 exercise some degree of control over them.”¹⁶

8 35. Consistent with the purpose of the Agency and congressional direction, NOAA
9 identifies climate resilience as a focus area under several programs the Agency administers and
10 specifically identifies climate resilience as the primary purpose or an important component of
11 funding competitions under those programs.

12 36. In 2022 and 2023, NOAA posted notices of opportunities for funding seeking
13 Coastal Zone Management Projects of Special Merit and Climate Ready Workforce Initiative
14 proposals, respectively. Washington applied for and received federal funding for two proposals
15 to strengthen Washington’s climate resilience with a focus on disproportionately affected
16 communities. Specifically, NOAA awarded Washington funding for (a) the Washington State
17 Department of Ecology’s *Advancing an Equitable Framework for Coastal Resilience in*
18 *Washington State*, a Coastal Zone Management Project of Special Merit funded by the Coastal
19 Zone Management Act, and (b) the Washington State Board of Community and Technical
20 Colleges’ *Tribal Stewards: Cultivating Tribal Leadership & Equity in Natural Resource*
21 *Stewardship & Climate Resilience*, a Climate Ready Workforce Initiative project funded by the
22 Inflation Reduction Act and National Sea Grant College Act. Each of these funding opportunities
23 and the awards issued thereunder represent the longstanding support for climate resilience efforts
24 from Congress and NOAA.

25 ¹⁵ *Id.*

26 ¹⁶ *Id.*

C. Congress Appropriated Funds Expressly for Climate Resilience Programs and Initiatives

Coastal Zone Enhancement Grants Funded by the Coastal Zone Management Act

37. Congress passed the Coastal Zone Management Act (CZMA) in 1972 to, among other things, “preserve, protect, develop, and where possible, to restore or enhance, the resources of the Nation’s coastal zone for this and succeeding generations [and] to encourage and assist the states to exercise effectively their responsibilities in the coastal zone through the development and implementation of management programs to achieve wise use of the land and water resources of the coastal zone, giving full consideration to ecological, cultural, historic, and esthetic values.” 16 U.S.C. § 1452(1)-(2).

38. Section 309 of the CZMA (Coastal Zone Enhancement Grants) authorizes the Secretary to make grants to coastal states to fund development for federal approval of program changes that support attainment of coastal zone enhancement objectives. *See* 16 U.S.C. § 1456b(b).

39. Under NOAA’s CZMA implementing regulations, a “program change” includes, among other things, “[n]ew or revised authorities, including statutes, regulations, enforceable policies, administrative decisions, executive orders, and memoranda of agreement/understanding, that will improve a State’s ability to achieve one or more of the coastal zone enhancement objectives,” and “[n]ew or revised guidelines, procedures and policy documents which are formally adopted by a State and provide specific interpretations of enforceable CZM policies to applicants, local governments and other agencies that will result in meaningful improvements in coastal resource management and that will improve a State’s ability to attain one or more of the coastal zone enhancement objectives.” 15 C.F.R. § 923.123(a)(2), (6).

40. Under the CZMA, NOAA is required to allocate at least ten percent and up to \$10 million to Section 309 grants of all funding appropriated under Sections 306 and 306A, which

1 authorize the Secretary to make grants to coastal states to administer their coastal zone
2 management programs and assist states with coastal resource management improvement
3 programs, respectively.

4 41. The objective of Section 309 funding is to encourage states with federally
5 approved Coastal Zone Management (CZM) Programs to make improvements to one or more of
6 nine statutorily defined coastal zone enhancement objectives, such as “[p]reventing or
7 significantly reducing threats to life and destruction of property by eliminating development and
8 redevelopment in high-hazard areas, managing development in other hazard areas, and
9 anticipating and managing the effects of potential sea level rise” (coastal hazards). 16
10 U.S.C. § 1456b(a)(2).

11 42. NOAA administers annual Projects of Special Merit competitions using a portion
12 of the funding it is required to allocate to Section 309 to support innovative projects that further
13 states’ approved enhancement area strategies and focus on national enhancement priorities, such
14 as coastal hazards.

15 43. As discussed below, NOAA awarded Ecology CZMA Section 309 funding in
16 2023 for a Project of Special Merit to reduce environmental and health disparities in Washington
17 by improving how its CZM Program deploys key services and supports local efforts to address
18 coastal hazards and build long-term community resilience.

19 **Climate Ready Workforce Initiative funded by the Inflation Reduction Act**

20 44. President Biden signed into law the Inflation Reduction Act (IRA) on August 16,
21 2022. *See* Pub. L. No. 117-169, 136 Stat. 1818. In enacting the IRA, Congress provided for
22 historic investments in climate and energy to tackle the climate crisis, advance environmental
23 justice, secure America’s position as a world leader in domestic clean energy manufacturing and
24 put the United States on a path to net-zero economy by 2050.¹⁷

25 _____
26 ¹⁷ *President Biden’s Historic Climate Agenda*, <https://bidenwhitehouse.archives.gov/climate/> (last
accessed Aug. 5, 2025).

1 45. NOAA received \$3.3 billion under the IRA. Congress expressly appropriated to
 2 NOAA \$2.6 billion, to remain available until September 30, 2026, to provide funding to coastal
 3 states, tribal governments, and institutions of higher education “for the conservation, restoration,
 4 and protection of coastal and marine habitats, [and] resources, . . . to enable coastal communities
 5 to prepare for extreme storms and other changing climate conditions, and for projects that
 6 support natural resources that sustain coastal and marine resource dependent
 7 communities, . . . and for related administrative expenses.” Pub. L. No. 117-169, 136 Stat. 2028
 8 (2022).

9 46. Consistent with congressional intent, NOAA directed this \$2.6 billion toward its
 10 Climate Ready Coasts and Communities Initiatives, which aims to support coastal communities’
 11 resilience to changing climate conditions through funding and technical assistance for capacity
 12 building, transformational adaptation and resilience planning, conserving and protecting
 13 fisheries and other critical resources, creating quality climate-ready jobs, and improving delivery
 14 of climate services to communities and businesses, all with a focus on environmental justice.¹⁸

15 47. NOAA’s Climate Ready Coasts and Communities Initiatives include the Climate-
 16 Ready Workforce Initiative, which invests in projects to train and place workers in existing and
 17 emerging good jobs that enhance climate resilience.¹⁹

18 48. NOAA provided funding for its Climate Ready Workforce Initiative through the
 19 National Sea Grant College Program (Sea Grant).

20 49. Established by Congress in 1966 through enactment of the National Sea Grant
 21 College Act, 33 U.S.C. § 1121(c), NOAA’s Sea Grant provides a variety of funding
 22 opportunities based on its work in four focus areas: Healthy Coastal Ecosystems, Sustainable
 23

24 ¹⁸ Nat’l Oceanic and Atmospheric Admin., *Inflation Reduction Act: Climate-Ready Coasts and*
 25 *Communities* (last updated July 26, 2024), <https://www.noaa.gov/inflation-reduction-act/inflation-reduction-act-climate-ready-coasts-and-communities> (last accessed Aug. 5, 2025).

26 ¹⁹ Nat’l Oceanic and Atmospheric Admin., *Climate-Ready Workforce* (last updated May 14, 2024),
<https://www.noaa.gov/inflation-reduction-act/inflation-reduction-act-climate-ready-coasts-and-communities/climate-ready-workforce> (last accessed Aug. 5, 2025).

1 Fisheries and Aquaculture, Resilient Coastal Communities and Economies, and Environmental
 2 Literacy and Workforce Development. A federal-university partnership program, Sea Grant
 3 brings science together with communities to accomplish its mission to enhance the use and
 4 conservation of coastal, marine, and Great Lakes resources to create a strong and sustainable
 5 economy, a healthy environment, and resilient and inclusive communities.

6 50. For more than 50 years, NOAA has carried out the congressionally directed
 7 purpose of the National Sea Grant College Act to promote research, education, training, and
 8 advisory service activities to increase understanding, assessment, development, utilization, and
 9 conservation of the Nation’s coastal, marine, and Great Lakes communities.

10 51. The National Sea Grant College Act was mostly recently reauthorized and
 11 amended by Congress and signed into law by President Trump on December 18, 2020. Pub. L.
 12 No. 116-221, 134 Stat. 1057 (2020). The reauthorization, titled the *National Sea Grant College*
 13 *Program Amendments Act of 2020*, authorizes \$101,325,000 in appropriations for fiscal year
 14 2024 and \$105,700,000 for fiscal year 2025. *Id.* at 1060; 33 U.S.C. 1131(a)(1)(D)-(E).

15 52. Congress appropriated an additional \$6 million for each of fiscal years 2021
 16 through 2025 to fund competitive grants for priority activities, including “University research,
 17 education, training, and extension services and activities focused on coastal resilience . . .” 134
 18 Stat. at 1060; 33 U.S.C. 1131(a)(2)(D).

19 53. As discussed below, NOAA awarded the Washington State Board of Community
 20 and Technical Colleges (SBCTC) IRA and Sea Grant funding for a Climate-Ready Workforce
 21 Initiative in 2024 to cultivate a new generation of future tribal leaders and co-stewards (non-
 22 tribal nature resource managers) adept in integrative natural resources management and climate
 23 resilience
 24
 25
 26

D. In Administering Congressionally Appropriated Funds Directed to Climate Resilience Work, NOAA Awarded Washington Substantial Funds

Ecology's Equitable Framework for Coastal Resilience

54. On October 6, 2022, NOAA posted to grants.gov a notice of opportunity for funding for the *CZM Projects of Special Merit Competition FY 2023* (2022 NOFO).²⁰

55. Proposals for funding under the 2022 NOFO were required to focus on specifically identified priority enhancement area objectives, which included: "Coastal Hazards: Preventing or significantly reducing threats to life and property by eliminating development and redevelopment in high-hazard areas, managing development in other hazard areas, and anticipating and managing the effects of potential sea-level rise."²¹

56. In the 2022 NOFO, NOAA encouraged applicants and awardees to:

advance the principles of equity and inclusion when developing and implementing their work . . . [by] paying particular attention to underserved communities and populations experiencing heightened vulnerabilities and disproportionate impacts relating to coastal access, ocean . . . resource management, and coastal hazards including climate change; and seeking engagement with, input from, and partnerships with communities, groups and individuals who have not historically been actively engaged in, or may be underrepresented in the work of state or territorial coastal management programs.²²

57. Indeed, applicants were expressly required to submit an equity and inclusion statement in their application describing how their proposed project would:

broaden and/or target the participation of vulnerable and/or underserved communities through meaningful involvement in the proposed project; develop and sustain mutually-beneficial partnerships, including the potential for co-development, with vulnerable and/or underserved communities; and seek to address vulnerabilities and disproportionate impacts relating to coastal access, coastal hazards and climate change, and ocean or Great Lakes resource management.²³

58. The fundamental purpose of Ecology's Equitable Framework for Coastal

²⁰ 2022 NOFO. A true and correct copy of the 2022 NOFO is attached hereto as Ex. E.

²¹ *Id.* at 3 (Section I.B, Program Priorities).

²² *Id.* at 4 (Section I.B, Program Priorities).

²³ *Id.* at 12 (Section IV.B.5.e, Application and Submission Information, Content and Form of Applications, Project Description, Equity and Inclusion Statement)

1 Resilience was to reduce environmental and health disparities in Washington by improving how
2 its CZM Program deploys key services and supports local efforts to address coastal hazards and
3 build long-term community resilience.²⁴

4 59. To advance this purpose, Ecology allocated \$150,000 to its Coastal, Floodplain,
5 and Shoreline (CFS) Management Section to update key state plans and guidance used to address
6 coastal hazards in Washington communities, as well as to update Shoreline Masters Programs
7 (SMPs) guidelines.

8 60. Ecology planned to comprehensively update the coastal resilience strategy in the
9 Washington State Enhanced Hazard Mitigation Plan (SEHMP), a multi-agency document that
10 profiles hazards, identifies risks, and lays out strategies and actions to reduce risks to people,
11 property, the economy, the environment, and infrastructure.

12 61. Required by the Federal Emergency Management Agency (FEMA), the SEHMP,
13 establishes coordination and monitoring processes and helps make Washington's local
14 jurisdictions eligible for grant funding and other FEMA aid. The State's Multi-Agency Hazard
15 Mitigation Workgroup, which consists of state agencies and federal partners involved in hazard
16 mitigation and resilience activities, identified that Washington needed to create a more integrated
17 and robust framework for coastal resilience in a future SEHMP update.

18 62. Ecology also intended to develop and implement funding and grant program
19 guidelines and scoring criteria to improve the SMP competitive grant program.

20 63. Local SMPs implement Washington's Shoreline Management Act and are the
21 primary tools for managing the use and development of the State's shorelines. Ecology works
22 closely with local governments to update SMPs to meet State requirements and developed a pilot
23 competitive grant program for SMP enhancements in 2021, under which it manages local
24 shoreline planning projects, including sea level rise planning projects. Ecology intended to
25

26 ²⁴ Equitable Framework for Coastal Resilience Proposal at PDF 8. A true and correct copy of the
Equitable Framework for Coastal Resilience Proposal is attached hereto as Ex. F.

1 improve future iterations of the grant program through updates to grant program guidelines,
 2 revised equity and environmental justice criteria, additional resources and guidance related to
 3 public engagement and tribal coordination, and other improvements to make the program more
 4 accessible to communities with fewer resources.

5 64. \$100,000 of the award was allocated to Ecology's Applied Coastal Research and
 6 Engineering (ACRE) Section to develop a strategic plan to guide decision-making and resource
 7 allocation.

8 65. Formed in 2024 through the expansion of Washington's long-running coastal
 9 monitoring program and a reorganization within Ecology's Shorelands and Environmental
 10 Assistance Program, the ACRE Section is a group of coastal scientists and engineers who
 11 provide data, research, and solutions to empower Washington's coastal communities and tribes.

12 66. The ACRE Section plays a key role in Washington's CZM Program by
 13 researching physical changes along Washington's beaches, bluffs, and nearshore zones to
 14 enhance their management, protection, and restoration while reducing coastal hazards and
 15 increasing community resilience.

16 67. As a result of sporadic funding, the work now carried out by the ACRE Section
 17 was previously governed by the type, amount, and source of funding it received.

18 68. But the budget passed by the Washington State Legislature for the 2023-2025
 19 biennium included a Coastal Hazards budget package that combined several coastal resilience
 20 recommendations from the Washington Coastal Marine Advisory Council related to coastal
 21 resilience assistance and coastal monitoring work areas led by the Washington CZM Program
 22 and the ACRE Section and Washington's inter-agency Coastal Hazards Organizational
 23 Resilience Team (COHORT) were established to provide hazards resilience project assistance
 24 to coastal communities and tribes.

25 69. Establishing the ACRE Section allows Ecology to exercise more control over and
 26 more consistently carry out this important work, but the Section requires a strategic plan to guide

1 future decisions and ensure technical assistance is equitably allocated to the communities most
2 vulnerable to coastal hazards like flooding and erosion.

3 70. Ecology also planned to develop recommendations and strategic actions for the
4 newly established COHORT as part of Equitable Framework for Coastal Resilience.

5 71. As part of the funding application process, NOAA evaluated, among other things,
6 Ecology's budget to determine if it was realistic and commensurate with the project needs and
7 timeframe. Specifically, NOAA evaluated the "reasonableness and appropriateness of the
8 proposed budget for the level of work proposed and with the expected benefits to be achieved."²⁵

9 72. On September 1, 2023, NOAA awarded Ecology the maximum amount available
10 for a single project under the 2022 NOFO, \$250,000, in CZMA Section 309 funds for its
11 proposal, titled *Advancing an Equitable Framework for Coastal Resilience in Washington State*
12 (Equitable Framework for Coastal Resilience).²⁶

13 73. The Equitable Framework for Coastal Resilience award provides that the federal
14 share of costs was \$250,000 and expressly states that the award "constitutes an obligation of
15 Federal funding."

16 74. Equitable Framework for Coastal Resilience was consistent with the priorities set
17 forth in the 2022 NOFO, CZMA Section 309 and its implementing regulations, NOAA's
18 purpose, and the relevant congressional direction for the funding.

19 **SBCTC's Tribal Stewards**

20 75. On December 19, 2023, NOAA posted to grants.gov a notice of opportunity for
21 funding for the *2023 Inflation Reduction Act Climate Ready Workforce for Coastal and Great*
22 *Lakes States, Tribes and Territories Initiative* (2023 NOFO).²⁷

23 ²⁵ 2022 NOFO at 28 (Section V.A.4.a, Application Review Information, Evaluation Criteria, Project
24 Costs).

25 ²⁶ Equitable Framework for Coastal Resilience Award. A true and correct copy of the Equitable
26 Framework for Coastal Resilience Award is attached hereto as Ex. G. Ex. G includes a copy of modification to the
award solely for the purpose of demonstrating that NOAA extended Ecology's performance period through Mar.
31, 2026.

²⁷ See 2023 NOFO. A true and correct copy of the 2023 NOFO is attached hereto as Ex. H.

1 76. In the 2023 NOFO, NOAA explained:

2 This competition is designed to meet the emerging and existing skills
 3 needs of employers while helping workers enter good jobs, so that
 4 together they may enhance climate resilience. . . . NOAA is issuing this
 5 Notice of Funding Opportunity (NOFO) for qualified organizations to
 6 form and support partnerships that will work collaboratively to support
 7 regional economies and their associated workforces by developing
 8 training programs that build in-demand skills, offering wraparound
 9 services that allow workers to successfully enroll in and complete
 10 training, and helping workers enter or advance into good jobs that enhance
 11 climate resilience. Wraparound services allow people to overcome
 12 barriers to participate in the program, especially individuals in
 underserved groups. . . . NOAA heavily prioritizes efforts to reach
 individuals from historically underserved communities. . . . [and] the
 Federal Government must continue to remove barriers to the meaningful
 involvement of the public in such decision-making, particularly those
 barriers that affect members of communities with environmental justice
 concerns. . . . Ultimately, the purpose of this NOFO is to ensure workers
 in coastal states and territories are trained for and hired into quality
 private- and public-sector jobs in the U.S. economy that are needed to
 increase resilience to climate-related hazards.²⁸

13 77. On September 11, 2024, NOAA awarded SBCTC \$9,257,231 in IRA funds
 14 through Sea Grant for its proposal, titled *Tribal Stewards: Cultivating Tribal leadership &*
 15 *Equity in Natural Resource Stewardship & Climate Resilience* (Tribal Stewards).²⁹

16 78. Led by a nine-member, governor-appointed board, SBCTC advocates,
 17 coordinates, and directs Washington's system of 34 public community and technical colleges.
 18 Each year, about 290,000 students within the SBCTC system train for the workforce, prepare to
 19 transfer to a university, gain basic math and English skills, or pursue continuing education.
 20 Students, graduates, and community partners increase quality of life and economic vitality in
 21 Washington as entrepreneurs, employees, consumers, and taxpayers.

22 79. Recognizing that the adverse effects of climate change disproportionately affect

23 ²⁸ 2023 NOFO at 2-3. For the purposes of the Climate Ready Workforce Initiative award at issue in this
 24 lawsuit, "good jobs," in addition to meeting certain criteria related to climate resilience, were required to meet
 25 criteria defined by the Departments of Labor and Commerce "Good Jobs Principles," whereby "good jobs"
 26 address benefits; diversity, equity, inclusion, and accessibility; empowerment and representation; job security and
 conditions; and pay, among other factors. *Id.* at 4. The Trump Administration appears to have rescinded the
 "Good Jobs Principles" as part of its anti-DEI efforts.

²⁹ See Tribal Stewards Notice of Award. A true and correct copy of Tribal Stewards Notice of Award is
 attached hereto as Ex. I.

1 the ecological resilience, cultural practices, and health of tribes and the importance of tribal
2 sovereignty and self-determination in responding to these challenges, SBCTC's Tribal Stewards
3 championed tribal leadership and co-stewardship with non-tribal leaders, prioritizing the
4 integration of tribal knowledge systems and community values into climate resilience strategies.

5 80. Specifically, SBCTC's Tribal Stewards aimed to cultivate a new generation of
6 future tribal leaders and co-stewards adept in integrative natural resources management and
7 climate resilience through innovative partnerships between six community and technical
8 colleges, one four-year university, five tribal governments, seven other natural resource
9 employers in Washington, and the CIG Group.³⁰

10 81. To address historical barriers to advanced education and career advancement,
11 Tribal Stewards planned to establish indigenized education pathways and workforce
12 development initiatives that prioritize place-based employment and tribal leadership.

13 82. To ensure success, SBCTC designed Tribal Stewards based on specifically
14 identified objectives with specifically identified outcomes, including deliverables related to
15 information dissemination and a robust evaluation and monitoring of all proposed outcomes
16 throughout the performance period.

17 83. For example, Tribal Stewards planned to train 2,130 students in twelve
18 associate's, bachelor's, and master's level degree programs to become wildlife biologists,
19 environmental scientists, and forest and conservation technicians, adept in climate resilience. It
20 promised to deliver the first round of graduates within one year of beginning and anticipated a
21 75% post-graduation employment rate within six months to a year.

22 84. At the time of Tribal Stewards proposal, eleven employers had already committed
23 to employ Tribal Stewards graduates in 33 internships and 465 full-time jobs.

24 85. Tribal Stewards anticipated building partnerships with 12 additional tribes and 18
25

26 ³⁰ Tribal Stewards Proposal at PDF 21. A true and correct copy of the Tribal Stewards Proposal is
attached hereto as Ex. J.

additional employers over the four-year performance period.

Table 1: Employer Commitments and Expected Job Placements (see letters of commitment)

Employer	Number of Committed Job Placements Annually	Committed Jobs Over 4 years
Colville Confederated Tribes	30 jobs	120
Muckleshoot Federal Corporation	15 jobs	45
Squaxin Island Tribe	14 jobs	56
WA Department of Natural Resources	1 job	4
Quinault Tribe	3 internships 12 jobs	60 jobs 9 internships
Puget Sound/Olympic Peninsula Fish and Aquatic Conservation Complex	2 internships	8 internships
Makah Tribe	9 jobs	36
Nature's Capital	6 jobs	24
Manulife Forest Management	12 jobs 4 internships	64 16 internships
Sierra Pacific	10 jobs	40
Washington Department of Fish and Wildlife	4 jobs	16
Totals	113 Jobs 9 internships	465 Jobs

86. One of only two Climate Ready Workforce Initiatives based on partnerships between institutions of higher education and tribal governments and the only one of its scale,³¹ Tribal Stewards was consistent with the priorities set forth in NOAA's 2023 NOFO, NOAA's purpose, and the congressional direction for IRA and Sea Grant funding.

87. The Tribal Stewards Notice of Award expressly states that it "constitutes the official grant award and the obligation of Federal funding," and "contains all terms and conditions of the grant award." It also includes a NOAA-approved budget for all \$9,257,2331 over the course of the performance period for the award—August 1, 2024, through July 31, 2028—and authorized the *entire* obligated amount of \$9,257,2331.³²

³¹ Sea Grant, *NOAA's Climate-Ready Workforce for Coastal and Great Lakes States, Tribes and Territories Initiative*, <https://seagrants.noaa.gov/how-we-work/topics/crw/> (last accessed Aug. 5, 2025); see NOAA's Climate Ready Workforce Initiative: Project Locations Map. A true and correct copy of NOAA's Climate Ready Workforce Initiative: Project Locations Map is attached hereto as Ex. K. See also Nat'l Oceanic and Atmospheric Admin., *Biden-Harris Administration invests \$60 million to build a climate-ready workforce through Investing in America Agenda*, <https://www.noaa.gov/news-release/biden-harris-administration-invests-60-million-to-build-climate-ready-workforce> (last accessed Aug. 5, 2025).

³² Tribal Stewards Notice of Award at 2-3.

E. Defendants Terminated Washington's Awards

OMB's Uniform Guidance Governs Termination of Washington's Awards

88. The administration, including termination, of Washington's awards is governed under the U.S. Office of Management and Budget (OMB) regulations at 2 C.F.R. Part 200 (Uniform Guidance), as adopted by NOAA pursuant to 2 C.F.R. § 1327.101.

89. NOAA identified each award as a cooperative agreement. A cooperative agreement is a legal instrument of financial assistance between a federal agency and a recipient. 2 C.F.R. § 200.1. A cooperative agreement is distinguished from a grant in that it provides for substantial involvement of the Federal agency in carrying out the activity contemplated by the award.

90. On May 5, 2025, Defendants notified Washington that they had terminated, effective immediately, the Equitable Framework for Coastal Resilience and Tribal Stewards awards.³³

91. In each termination letter, NOAA purported to terminate the award because the award activities no longer effectuate agency priorities.

92. Two versions of the Uniform Guidance are relevant here: the 2020 version (effective November 12, 2020, except for amendments to §§ 200.216 and 200.340, which became effective on August 13, 2020, Guidance for Grants and Agreements, 85 Fed. Reg. 49506 (Aug. 13, 2020)), and the 2024 version (effective on October 1, 2024, Guidance for Federal Financial Assistance, 89 Fed. Reg. 30046 (Apr. 22, 2024)).

93. NOAA cites 2 C.F.R. § 200.340(a)(2) (2021) as the basis for its authority to terminate Equitable Framework for Coastal Resilience and 2 C.F.R. § 200.340(a)(4) (2024) as the basis for its authority to terminate Tribal Stewards.

94. Both versions of the Uniform Guidance provide for termination. *See* 2 C.F.R.

³³ A true and correct copy of the Equitable Framework for Coastal Resilience termination notice is attached hereto as Ex. L. A true and correct copy of the Tribal Stewards termination notice is attached hereto as Ex. M.

1 § 200.340. Under both versions, agencies must “clearly and unambiguously” identify
 2 termination provisions in an award’s terms and conditions. Termination based on an award no
 3 longer serving agency priorities is limited to circumstances in which the agency has specific
 4 evidence that the award no longer effectuates the priorities the award was originally intended to
 5 advance.

6 95. Despite a change in structure and a modification of the language of the provision
 7 between 2020 and 2024, no version of § 200.340 authorizes an agency to terminate an award on
 8 the basis that it no longer effectuates agency priorities *unless* that basis is expressly stated in the
 9 terms and conditions of the award. And no version of the Uniform Guidance authorizes an
 10 agency to terminate an award merely because the agency’s priorities shifted during the
 11 performance period for the award.

12 96. OMB first promulgated the termination provision in 2020. In the preamble to the
 13 2020 Uniform Guidance, OMB made clear that § 200.340(a)(2) granted federal agencies limited
 14 authority to terminate grants. It explained that awarding agencies “must clearly and
 15 unambiguously articulate the conditions under which [an] award may be terminated in their
 16 applicable regulations *and* in the terms and conditions of [the] awards.” 85 Fed. Reg. at 49507
 17 (emphasis added); *see also id.* at 49542 (explaining again that an agency must in the award
 18 “make recipients aware, in a clear and unambiguous manner, of the termination provisions in
 19 § 200.340, including the applicable termination provisions in the [] awarding agency’s
 20 regulations or in each [] award.”)

21 97. OMB further explained that the intent of § 200.340(a)(2) was to allow agencies
 22 to terminate awards where, for instance, “additional evidence reveals that a specific award
 23 objective is ineffective at achieving program goals,” or where “additional evidence . . . cause[s]
 24 the [] awarding agency to significantly question the feasibility of the intended objective of the
 25 award.” *Id.* at 49507-08. OMB also emphasized that § 200.340(a)(2) was “*linked to performance*
 26 *goals of the program* (§ 200.301).” *Id.* at 49507. Program goals and objectives are established

1 during the program planning and design. 2 C.F.R. § 200.301. This is consistent with OMB’s
 2 stated intent that awarding agencies “prioritize ongoing support to [] awards that meet program
 3 goals” 85 Fed. Reg. at 49507, which are goals and objectives established during the program
 4 planning and design. 2 C.F.R. § 200.301. Termination pursuant to § 200.340(a)(2) therefore
 5 cannot include instances in which the agency later decides to change priorities.

6 98. Indeed, in response to comments expressing concern that § 200.340(a)(2) could
 7 allow agencies to “arbitrarily terminate awards without sufficient cause,” OMB made clear that
 8 “as written, agencies are not able to terminate grants arbitrarily.” 85 Fed. Reg. at. 49509.

9 99. When OMB amended the Uniform Guidance in 2024, it reiterated the meaning
 10 of the relevant termination provision. OMB made explicitly clear that neither the new provision,
 11 now at 2 C.F.R. § 200.340(a)(4), nor the prior version of the provision gives agencies unfettered
 12 discretion to unilaterally terminate awards. Rather, “[t]he new paragraph (a)(4) *continues* to
 13 provide that a [an] award may be terminated by the [] agency . . . pursuant to the terms and
 14 conditions of the [] Award.” 89 Fed. Reg. at 30089 (emphasis added).

15 100. In other words, agencies may terminate an award that “no longer effectuates the
 16 program goals or agency priorities,” the award was originally intended to advance “[p]rovided
 17 that the language *is included in the terms and condition of the award.*” *Id.* (emphasis added).

18 101. OMB could not have made this clearer, stating: “The revised version of paragraph
 19 (a)(4) also explains that this may include a term and condition allowing termination by the
 20 [agency], to the extent authorized by law, if an award no longer effectuates the program goals or
 21 agency priorities.” *Id.*

22 102. This is consistent with 2 C.F.R. § 200.340(b), which OMB describes as
 23 “underscoring the need for agencies . . . to clearly and unambiguously communicate termination
 24 conditions in the terms and conditions of the award.” *Id.*; see 2 C.F.R. § 200.340(b) (“The []
 25 agency . . . must clearly and unambiguously specify all termination provisions in the terms and
 26 conditions of the [] award.”).

1 103. OMB revised the relevant provision not to effect a substantive change, but to
2 avoid any doubt as to its meaning.

3 104. The Uniform Guidance also requires agencies to provide an opportunity to object
4 and provide information challenging terminations, in accordance with written processes and
5 procedures maintained by the agency. 2 C.F.R. § 200.342.³⁴

6 **Defendants May 5th Termination Notices**

7 105. On May 5, 2025, SBCTC and Ecology each received a letter, signed by Timothy
8 Carrigan, the Acting Director for NOAA’s Grants Management Division, notifying them that
9 Defendants would cease funding, effective immediately, the Equitable Framework for Coastal
10 Resilience and Tribal Stewards awards, respectively.

11 106. Each notice vaguely references “efforts to streamline and reduce the cost and
12 size” of the federal government and obliquely refers to agency and administration “goals,”
13 “objectives,” and “priorities” but fails to affirmatively identify or adequately explain those *new*
14 goals, objectives, and priorities.

15 107. In the Equitable Framework for Coastal Resilience termination notice, NOAA
16 added its conclusion that Ecology “proposes yet another layer of planning and outreach despite
17 the existence of several prior state- and federally-funded initiatives that already identified the
18 same needs [and a]dditional funding should go toward implementation, not repeated strategy
19 development.”

20 108. In the Tribal Stewards termination notice, NOAA added that its “priorities”
21 include “supporting outcome-based projects with clear deliverables, not projects with undefined
22 long-term sustainability or effectiveness, such as [Tribal Stewards,]” which it
23 “concluded . . . lacks specific performance indicators, timelines, or mechanisms for evaluating

24 ³⁴ The language of § 200.342 changed slightly in 2024. However, the policy was unchanged relative to
25 the proposed and prior versions. Both versions require agencies to provide administrative appeal rights to
26 awardees and to maintain written procedures for processing objections, hearings, and appeals. 89 Fed. Reg. at
30090.

1 success.”

2 109. Even if these statements could constitute “agency priorities,” and even if true—
3 they are not—these statements do not support termination of the award pursuant to NOAA’s
4 cited bases.

5 110. In each termination notice, NOAA expressly states it terminated the award
6 because the award activities purportedly do not align with the Trump administration’s *new*
7 “priorities.” NOAA’s cited authority to terminate the awards, 2 C.F.R. § 200.340, authorizes
8 NOAA to terminate an award that “no longer effectuates the program goals or agency priorities”
9 the award was originally intended to advance if that basis for termination is “clearly and
10 unambiguously” included in the terms and conditions of the award.

11 111. However, no term or condition in the Equitable Framework for Coastal Resilience
12 or Tribal Stewards awards authorizes NOAA to terminate the awards for failure to effectuate
13 agency priorities and certainly not because the award activities are misaligned with the Trump
14 administration’s *new* priorities, which did not exist at the time the award was issued. Failure to
15 effectuate the administration’s *new* priorities, therefore, cannot provide a lawful basis for
16 termination under § 200.340.

17 112. Washington accepted the Equitable Framework for Coastal Resilience and Tribal
18 Stewards awards with the understanding, consistent with the Uniform Guidance, that Defendants
19 could not terminate either award if it “no longer effectuates the program goals or agency
20 priorities” because that was not a basis for termination expressly included in the terms and
21 conditions of the award. And even if the Agency had included such a term and condition, it still
22 would not be authorized to terminate the awards as it has here—on a whim based on purported
23 changes in agency priorities that post-date the award—let alone with no advance notice of the
24 new priorities, no indication that Defendants considered Washington’s significant investments
25 of time and non-federal funds, and no opportunity to object or appeal.
26

F. The Termination of Its Awards Harms Washington

113. Defendants’ unlawful termination of the Equitable Framework for Coastal Resilience and Tribal Stewards awards will irreparably harm Washington.

114. Termination of the Equitable Framework for Coastal Resilience award and illegal withholding of approximately \$114,000 in federal funds, nearly half the award amount, terminates Ecology’s Equitable Framework for Coastal Resilience work.

115. By diverting other state funds, the CFS Management Section was able to pay its consultant to provide a report of draft recommendations before Ecology was forced to terminate the remainder of its work. However, the report was “finalized” without staff and inter-agency partner review and feedback or additional opportunities for engagement with the affected communities and tribes as planned, which renders the reports essentially unusable for the intended purpose—to inform, among other things, SEHMP updates.

116. Without the benefit of an updated plan and improved access to important State resources, vulnerable coastal communities will continue to experience unmitigated adverse effects from flooding, erosion, sea level rise, and other coastal hazards.

117. At the time Defendants abruptly terminated Ecology’s award, the ACRE Section had issued a competitive recruitment process for a contractor to assess its current state; refine its mission, vision, and strategic goals; create an implementation roadmap for advancing its strategic goals; develop decision-making guidelines for accepting and rejecting requests for assistance; and establish a framework for prioritization and scoping of ongoing work to ensure equitable allocation of resources across Washington’s vulnerable coastal communities. It had selected a contractor and was finalizing a contract, who was scheduled to begin work as soon as Ecology’s Contracting Unit approved the contract.

118. In the absence of Ecology’s awarded and fully obligated funding, the ACRE Section cannot finalize the contract, hire the contractor, or complete any of its planned Equitable Framework for Coastal Resilience activities.

1 119. The newly formed ACRE Section also cannot develop a strategic plan to focus
2 its resources on providing technical assistance and engineering solutions to Washington's
3 vulnerable coastal communities and tribes. It cannot create an implementation roadmap for
4 advancing its strategic goals. It cannot develop decision-making guidelines for accepting and
5 rejecting requests for technical assistance or establish a framework for prioritization and scoping
6 of ongoing work to ensure equitable allocation of resources.

7 120. Without a clear mission, vision, and strategic roadmap, the ACRE Section's
8 ability to deliver high-impact, science-based services to Washington's vulnerable communities
9 will be less efficient and, ultimately, less effective. Lack of a strategic plan also risks duplication
10 of efforts across Ecology sections and state agencies, which wastes funding and staff capacity
11 that should be used to provide services to the public.

12 121. Termination of Ecology's award impedes community access to the ACRE
13 Section's technical assistance. Designed to serve communities facing severe coastal hazards—
14 such as flooding, sea level rise, and erosion—that lack resources and technical capacity to
15 address these threats on their own, Defendants' termination of Ecology's award
16 disproportionately harms the Washington communities and populations most vulnerable to the
17 adverse effects of climate change and coastal hazards. Without access to the ACRE Section's
18 targeted technical assistance, these communities will remain exposed to worsening coastal
19 hazards.

20 122. Without an established framework for prioritizing technical assistance and
21 project support across Washington's vulnerable coastal communities, Washington may
22 unintentionally reinforce existing disparities and fail to equitably serve the communities most at
23 risk from coastal hazards.

24 123. There is no way to recover the substantial time and resources invested in
25 developing Equitable Framework for Coastal Resilience, carrying out competitive contracting
26 processes, and negotiating contracts, among other things, all of which are rendered meaningless

1 as a direct result of Defendants' termination of Ecology's award.

2 124. Termination of the Tribal Stewards award and illegal withholding of
3 approximately \$9 million in federal funds terminates Tribal Stewards.

4 125. Without Tribal Stewards, the network of partnerships between Washington
5 colleges, up to 18 tribes, and other Washington employers will not be developed because
6 initiating, developing, and maintaining those partnerships requires dedicated staff whose salaries
7 rely on the federal funding Defendants arbitrarily terminated.

8 126. The importance of the relationships that will no longer be established through
9 Tribal Stewards cannot be overstated. While the program initially leveraged some existing
10 partnerships, this significant network of new tribes, community and four-year colleges, and
11 employers cannot be established and maintained in the absence of the promised federal funding.

12 127. Partnerships would have outlined cost sharing for student support and
13 scholarships, data sharing, coordinated recruitment efforts, employer commitments, work-based
14 learning agreements, and K-12 articulation agreements for credit transfer or dual enrollment, all
15 of which would have served workforce and educational attainment goals for Washington tribes
16 and resulted in economic development in some of Washington's most rural and economically
17 depressed regions.

18 128. Without the funding awarded and fully obligated to SBCTC, Tribal Stewards
19 cannot fund the 25 planned employment positions necessary for program operation, including
20 providing customized support for students and integrating work-based learning experiences so
21 all students can build their professional work experience while in school. Eight existing
22 employees are also affected by the termination of Tribal Stewards, including the elimination of
23 three specialized leadership positions. The employees filling these positions were terminated or
24 reassigned.

25 129. The abrupt and unlawful termination of funding for Tribal Stewards will make it
26 more difficult to recruit and retain qualified staff to fill positions in the future.

1 130. Without staff, the program cannot support the approximately 553 students Tribal
2 Stewards expected to graduate from the program, including the anticipated 145 tribal graduates.
3 Without the customized support Tribal Stewards would have provided, research and history have
4 demonstrated that these students will not or complete degree programs due to the multitude of
5 persistent, structural barriers these communities face.

6 131. Without staff and funding to support faculty professional development
7 opportunities, such as the yearlong faculty learning community training and curriculum
8 development work Tribal Stewards planned to provide, student educational outcomes resulting
9 from improved instruction will not occur, which will negatively affect the quality of education
10 and career development for currently enrolled students.

11 132. There is known workforce demand for natural resources jobs in Washington,
12 especially in the rural areas and tribal communities that Tribal Stewards would have served.
13 Tribal Stewards graduates would have filled positions supporting economic development in
14 some of Washington's most economically depressed regions. Because the same areas are also at
15 significantly higher risk of experiencing the adverse effects of climate change, they are also most
16 likely to benefit from natural resources staff trained and adept in implementing climate
17 resilience-focused natural resource management, adaptation, and mitigation. In the absence of
18 federal funding for Tribal Stewards, the benefits of staff trained in these areas will not accrue.

19 133. Recognizing the importance of tribal sovereignty and self-determination in
20 responding to the challenges posed by climate change, Tribal Stewards prioritized the
21 integration of tribal knowledge systems and community values into climate resilience strategies.
22 The termination of Tribal Stewards funding interferes with Washington's ability to rely on tribal
23 knowledge in developing and carrying out its Climate Resilience Strategy and therefore harms
24 Washington.

25 134. Tribal relations depend on credibility established through good relationships and
26 reciprocity. Termination of Tribal Stewards results in catastrophic and irreparable reputation

1 damage, and practically, reduced likelihood that tribes, and also colleges and non-tribal
2 employers, will want to partner with SBCTC in the future.

3 135. There is no way to recover the substantial time and resources invested in, among
4 other things, developing Tribal Stewards; building a network of tribes, colleges, and employers;
5 and hiring and training specialized staff, all of which will be rendered meaningless as a direct
6 result of Defendants' termination of SBCTC's award. Nor is there any way to cure the damage
7 to SBCTC's reputation.

8 136. In the absence of judicial relief, Washington will continue to suffer irreparable
9 harm on an ongoing basis that will only increase with time.

10 **CAUSES OF ACTION**

11 **COUNT 1**

12 **Termination of All Awards**

13 **Administrative Procedure Act, 5 U.S.C. § 706(2)(A)**

14 **Not in Accordance with Law – Violation of Uniform Guidance**

15 137. Plaintiff realleges and incorporates by reference the allegations contained in each
16 of the preceding paragraphs as if fully set forth herein.

17 138. Under the APA, a court shall hold unlawful and set aside agency action, findings,
18 and conclusions that are "not in accordance with the law." 5 U.S.C. § 706(2)(A).

19 139. Commerce and NOAA are each an "agency" as defined in the APA, 5 U.S.C.
20 § 551(1), and the termination of each of Washington's climate resilience awards constitutes a
21 final agency action subject to review under the APA.

22 140. Executive agencies must follow the laws that govern their conduct and may not
23 engage in conduct that violates the law.

24 141. An agency may terminate an award "pursuant to the terms and conditions of the
25 [] award, including, to the extent authorized by law, if an award no longer effectuates the
26

1 program goals or agency priorities.” 2 C.F.R. § 200.340(a)(4).³⁵

2 142. An agency’s authority to terminate an award pursuant to 2 C.F.R. § 200.340(a)(4)
3 is not without limit.

4 143. The termination of an award because it “no longer effectuates the program goals
5 or agency priorities” must be made “pursuant to the terms and conditions of the [] award” and
6 must be “authorized by law.” *Id.*

7 144. 2 C.F.R. § 200.340(b) expressly provides that the agency “must clearly and
8 unambiguously specify all termination provisions in the terms and conditions of the [] award.”
9 2 C.F.R. § 200.340(b).

10 145. Neither of Washington’s awards contained terms or conditions that authorize
11 termination on the basis that the award “no longer effectuates the program goals or agency
12 priorities.”

13 146. Defendants purported to terminate Washington’s awards because they are
14 inconsistent with the Trump administration’s *new* priorities. Even assuming the awards
15 contained an express provision authorizing termination on the basis that the award “no longer
16 effectuates the program goals or agency priorities,” the Uniform Guidance does not authorize
17 termination for failure to effectuate *new* priorities established during the pendency of an award.

18 147. Accordingly, Defendants’ termination of each of Washington’s climate resilience
19 awards is not in accordance with law and must be held unlawful and set aside under the APA.

20 148. Washington is an aggrieved persons suffering a legal wrong or is adversely
21 affected by the federal Defendants’ conduct under 5 U.S.C. § 702 and is entitled to declaratory

22
23 ³⁵ Defendants purport to terminate the Equitable Framework for Coastal Resilience awards pursuant to 2
24 C.F.R. § 200.340(a)(2) (2021), the prior version of the Uniform Guidance, which provides that an agency may
25 terminate an award “to the greatest extent authorized by law, if an award no longer effectuates the program goals
26 or agency priorities.” The difference in language between 2 C.F.R. § 200.340(a)(2) (2020) and 2 C.F.R.
§ 200.340(a)(4) is not legally significant. *See supra* ¶¶96-107. Thus, Plaintiff’s references in this cause of action
to 2 C.F.R. § 200.340(a)(4) include Defendants’ reliance on 2 C.F.R. § 200.340(a)(2) (2020) to terminate
Ecology’s awards.

1 and injunctive relief pursuant to 28 U.S.C. § 2201.

2 **COUNT 2**
 3 **Termination of All Awards**
 4 **Administrative Procedure Act, 5 U.S.C. § 706(2)**
 5 **Without Observance of Procedure Required by Law – Violation of the Uniform Guidance**

6 149. Plaintiff realleges and incorporates by reference the allegations contained in each
 7 of the preceding paragraphs as if fully set forth herein.

8 150. Under the APA, a court shall hold unlawful and set aside agency action, findings,
 9 and conclusions that are “not in accordance with law” and “without observance of procedure
 10 required by law.” 5 U.S.C. § 706(2)(A), (D).

11 151. Commerce and NOAA are each an “agency” as defined in the APA, 5 U.S.C.
 12 § 551(1), and the termination of each of Washington’s climate resilience awards constitutes a
 13 final agency action subject to review under the APA.

14 152. Executive agencies must follow the laws that govern their conduct and may not
 15 engage in conduct that violates the law.

16 153. Judicial review of an agency’s procedural compliance is “exacting.” *See Kern*
 17 *Cnty. Farm Bureau v. Allen*, 450 F.3d 1072, 1076 (9th Cir. 2006).

18 154. Under 2 C.F.R. § 200.342, Defendants are required to “maintain written
 19 procedures for processing objections, hearings, and appeals” and provide the awardee with “an
 20 opportunity to object and provide information challenging the action.”³⁶

21 155. Defendants failed to maintain written procedures for processing objections,
 22 hearings, and appeals.

23 156. Defendants also failed to provide Washington any opportunity to object or
 24 provide information challenging the termination of their awards and affirmatively denied
 25 Washington’s right to appeal. When SBCTC attempted to object, as authorized under 2 C.F.R.
 26 § 200.342, NOAA summarily informed it the termination was not subject to appeal.

³⁶ *See supra* n.29.

1 157. Accordingly, Defendants terminated Washington’s awards without observance of
 2 procedure required by law and the termination is therefore unlawful and must set aside under the
 3 APA.

4 158. Washington is an aggrieved persons suffering a legal wrong or is adversely
 5 affected by the federal Defendants’ conduct under 5 U.S.C. § 702 and is entitled to declaratory
 6 and injunctive relief pursuant to 28 U.S.C. § 2201.

7 **COUNT 3**

8 **Termination of Equitable Framework for Coastal Resilience Award** 9 **Administrative Procedure Act, 5 U.S.C. § 706(2)(A)** **Arbitrary and Capricious – Failure to Engage in Reasoned-Decision-Making**

10 159. Plaintiff realleges and incorporates by reference the allegations contained in each
 11 of the preceding paragraphs as if fully set forth herein.

12 160. Under the APA, a court shall hold unlawful and set aside agency action, findings,
 13 and conclusions that are “arbitrary, capricious, [or] an abuse of discretion.” 5 U.S.C.
 14 § 706(2)(A).

15 161. Commerce and NOAA are each an “agency” as defined in the APA, 5 U.S.C.
 16 § 551(1), and the termination of the Equitable Framework for Coastal Resilience award
 17 constitutes a final agency action subject to review under the APA.

18 162. Agency action is arbitrary and capricious if it is not “reasonable and reasonably
 19 explained.” *Ohio v. Environmental Protection Agency*, 603 U.S. 279, 292 (2024). In reviewing
 20 an agency’s action under that standard, a court may not “substitute its judgment for that of the
 21 agency,” *FCC v. Fox Television Stations, Inc.*, 556 U.S. 502, 513 (2009), but it must ensure,
 22 among other things, that the agency has offered “a satisfactory explanation for its action[,]”
 23 including a rational connection between the facts found and the choice made.” *Motor Vehicle*
 24 *Mfrs. Assn. of United States, Inc. v. State Farm Mut. Auto. Ins. Co.*, 463 U.S. 29, 43 (1983)
 25 (internal quotation marks omitted).

26 163. Agency action is also arbitrary and capricious if the agency “relied on factors

1 which Congress has not intended it to consider, entirely failed to consider an important aspect
 2 of the problem, offered an explanation for its decision that runs counter to the evidence before
 3 the agency, or is so implausible that it could not be ascribed to a difference in view or the product
 4 of agency expertise.” *Id.*

5 164. If an agency action reflects a changed position and the agency fails to “provide a
 6 reasoned explanation for the change, display awareness that [it is] changing position, and
 7 consider serious reliance interests,” its action is arbitrary and capricious. *FDA v. Wages & White*
 8 *Lion Invs.*, 145 S. Ct. 898, 917 (2025) (internal quotation marks omitted).

9 165. Defendants’ termination of the Equitable Framework for Coastal Resilience
 10 award is arbitrary and capricious for at least six reasons.

11 166. First, Defendants relied on factors Congress did not intend for them to consider.
 12 In the Equitable Framework for Coastal Resilience termination notice, Defendants stated that
 13 “[a]s part of efforts to streamline and reduce the cost and size of the Federal Government, the
 14 Department is reprioritizing funding and staff to support only those activities directly related to
 15 its current programmatic goals and mission priorities.” Congress did not intend for Defendants
 16 to consider the cost and size of government in decisions to terminate awards that are carrying
 17 out the precise purpose of the authorizing statute. Ecology’s Equitable Framework for Coastal
 18 Resilience fulfilled the objectives of CZMA Section 309 and was a Project of Special Merit
 19 intended to further Washington’s approved enhancement area strategies and the national
 20 enhancement priority of coastal hazards as solicited in the 2023 NOFO.

21 167. Second, Defendants assert that Equitable Framework for Coastal Resilience is
 22 “no longer aligned with effectuating [current programmatic goals and mission priorities], nor
 23 relevant to the current focus of the Administration’s objectives.” Defendants failed to identify
 24 the “programmatic goals,” “mission priorities,” “factors of the Administration’s objectives,” or
 25 “Administration objectives” with which Equitable Framework for Coastal Resilience is
 26 purportedly misaligned. In turn, Defendants failed to provide any rational connection between

1 the facts and Defendants’ assertion that Equitable Framework for Coastal Resilience “no longer
 2 effectuates” these unidentified priorities. Where an awardee cannot identify the basis for
 3 termination of its award, the termination decision is arbitrary and capricious.

4 168. Third, Defendants did not—and could not—provide any rational basis for their
 5 sole conclusion: that Equitable Framework for Coastal Resilience “proposes yet another layer of
 6 planning and outreach despite the existence of several prior state- and federally-funded
 7 initiatives that already identified the same needs.” No state or federally funded initiatives to date
 8 have addressed the specific scope of work proposed by Equitable Framework for Coastal
 9 Resilience. Ecology’s work, which included a strategic planning effort uniquely focused on
 10 developing an equity-centered framework for the newly formed ACRE Section, and as NOAA
 11 previously acknowledged, is both novel and necessary to ensure that Ecology can effectively
 12 and equitably serve Washington’s coastal communities and tribes moving forward.

13 169. Fourth, to the extent Defendants determined that Equitable Framework for
 14 Coastal Resilience “no longer effectuate program goals or agency priorities,” that determination
 15 runs so counter to the evidence before them it is entirely implausible that their conclusions could
 16 be ascribed to a difference in view. Ecology’s Equitable Framework for Coastal Resilience
 17 fulfilled the objective of the assistance authorized under Section 309 of the CZMA to encourage
 18 states with a federally approved coastal management program to continually improve its program
 19 with respect to specified areas of national importance. Equitable Framework for Coastal
 20 Resilience falls squarely within one of the “areas of national importance” designated in the 2023
 21 NOFO: coastal hazards. Although the areas of national importance relevant to Defendants’
 22 decision are those in place at the time the funding was awarded to Ecology, a look at the areas
 23 of national importance designated in NOAA’s CZMA Section 309 Program Guidance for the
 24 2026-2030 cycle belies the pretextual nature of Defendants’ action. Published in February 2025,
 25 the guidance makes clear that coastal hazards remains an area of national importance on which
 26 funding for projects of special merit “will be focused.”

170. Fifth, to the extent Defendants determined that Equitable Framework for Coastal Resilience “no longer effectuate program goals or agency priorities,” Defendants’ determination, along with the termination of the award, represents a significant change in agency position. Defendants must demonstrate that there are good reasons for their change in position. However, the only reason the Defendants provided for their change in position is the change in position itself. This circular reasoning is inadequate under the APA. Defendants’ termination arbitrarily rests on an unreasonable and unexplained change in Defendants’ interpretation of § 200.340 and is contrary to the longstanding principle that agencies cannot terminate awards arbitrarily based on changes in agency priorities that post-date issuance of the award.

171. Sixth, Defendants failed to consider Ecology’s serious reliance interests. Ecology acted in reasonable reliance that SBCTC would receive the full amount of its fully obligated award.

172. For these six independently sufficient reasons, Defendants’ termination of the Equitable Framework for Coastal Resilience award should be held unlawful and set aside under the APA.

173. Washington is an aggrieved persons suffering a legal wrong or is adversely affected by the federal Defendants’ conduct under 5 U.S.C. § 702 and is entitled to declaratory and injunctive relief pursuant to 28 U.S.C. § 2201.

COUNT 4

Termination of Tribal Stewards Awards Administrative Procedure Act, 5 U.S.C. § 706(2)(A) Arbitrary and Capricious – Failure to Engage in Reasoned Decision-Making

174. Plaintiff realleges and incorporates by reference the allegations contained in each of the preceding paragraphs as if fully set forth herein.

175. Under the APA, a court shall hold unlawful and set aside agency action, findings, and conclusions that are “arbitrary, capricious, [or] an abuse of discretion.” 5 U.S.C. § 706(2)(A).

176. Commerce and NOAA are each an “agency” as defined in the APA, 5 U.S.C. § 551(1), and the termination of the Tribal Stewards award constitutes a final agency action subject to review under the APA.

177. Agency action is arbitrary and capricious if it is not “reasonable and reasonably explained.” *Ohio v. EPA* at 292. In reviewing an agency’s action under that standard, a court may not “substitute its judgment for that of the agency,” *FCC v. Fox Television* at 513, but it must ensure, among other things, that the agency has offered “a satisfactory explanation for its action[,] including a rational connection between the facts found and the choice made.” *Motor Vehicle Mfrs. Assn.* at 43 (internal quotation marks omitted).

178. Agency action is also arbitrary and capricious if the agency “relied on factors which Congress has not intended it to consider, entirely failed to consider an important aspect of the problem, offered an explanation for its decision that runs counter to the evidence before the agency, or is so implausible that it could not be ascribed to a difference in view or the product of agency expertise.” *Id.*

179. If an agency action reflects a changed position and the agency fails to “provide a reasoned explanation for the change, display awareness that [it is] changing position, and consider serious reliance interests,” its action is arbitrary and capricious. *FDA v. Wages & White Lion Invs.*, 145 S. Ct. 898, 917 (2025) (internal quotation marks omitted).

180. Defendants’ termination of the Tribal Stewards award is arbitrary and capricious for at least five reasons.

181. First, Defendants relied on factors Congress did not intend for them to consider. In the Tribal Stewards termination notice, Defendants assert that “[a]s part of efforts to streamline and reduce the cost and size of the Federal Government, the Department is reprioritizing funding and staff to support only those activities directly related to its current programmatic goals and mission priorities.” Congress did not intend for Defendants to consider the cost and size of government in decisions to terminate awards supporting projects funded by

1 the \$2.6 million it appropriated through the IRA to invest in coastal communities and climate
 2 resilience by providing funding to coastal states, Tribal Governments, and institutions of higher
 3 education or the \$6 million appropriated through the National College Sea Grant Act to fund
 4 priority activities, including “University research, education, training, and extension services
 5 and activities focused on coastal resilience.” 134 Stat. at 1060; 33 U.S.C. 1131(a)(2)(D).

6 182. Second, Defendants assert that Tribal Stewards is “no longer aligned with
 7 effectuating [current programmatic goals and mission priorities], nor relevant to the current focus
 8 of the Administration’s objectives.” Defendants failed to identify the “programmatic goals,”
 9 “mission priorities,” “factors of the Administration’s objectives,” or “Administration objectives”
 10 with which Tribal Stewards is purportedly misaligned. In turn, Defendants failed to provide any
 11 rational connection between the facts and Defendants’ conclusion that Tribal Stewards “no
 12 longer effectuates” these unidentified priorities. Where an awardee cannot identify the basis for
 13 termination of its award, the termination decision is arbitrary and capricious.

14 183. Third, Defendants did not—and could not—provide any rational basis for their
 15 conclusion that Tribal Stewards “lacks specific performance indicators, timelines, or
 16 mechanisms for evaluating success” because Tribal Stewards provides concrete performance
 17 indicators, timelines and mechanisms for measuring success. SBCTC has demonstrated that
 18 Tribal Stewards is an outcome-based project with clear objectives and deliverables. Defendants’
 19 conclusions that Tribal Stewards lacks specific performance indicators, timelines, or
 20 mechanisms for evaluating success run so counter to the evidence before them it is entirely
 21 implausible that their conclusions could be ascribed to a difference in view.

22 184. Fourth, to the extent Defendants determined that Tribal Stewards “no longer
 23 effectuates program goals or agency priorities” that determination, along with their termination
 24 of the award, represents a significant change in agency position. Defendants must demonstrate
 25 that there are good reasons for their change in position. However, the only reason the Defendants
 26 provided for their change in position is the change in position itself. This circular reasoning is

1 inadequate under the APA. Defendants' termination arbitrarily rests on an unreasonable and
 2 unexplained change in Defendants' interpretation of § 200.340 and is contrary to the
 3 longstanding principle that agencies cannot terminate awards arbitrarily based on changes in
 4 agency priorities that post-date issuance of the award.

5 185. Fifth, Defendants failed to consider the serious reliance interests of SBCTC and
 6 Tribal Stewards partners, including Washington colleges and tribal governments. SBCTC and
 7 its partners acted in reasonable reliance that SBCTC would receive the full amount of its fully
 8 obligated award.

9 186. For each of these independently sufficient reasons, Defendants' termination of
 10 the Tribal Stewards award agreement must be held unlawful and set aside under the APA.

11 187. Washington is an aggrieved persons suffering a legal wrong or is adversely
 12 affected by the federal Defendants' conduct under 5 U.S.C. § 702 and is entitled to declaratory
 13 and injunctive relief pursuant to 28 U.S.C. § 2201.

14 **COUNT 5**
 15 **All Terminations**
 16 **Violation of the U.S. Constitution Appointments Clause**

17 188. Plaintiff realleges and incorporates by reference the allegations contained in each
 18 of the preceding paragraphs as if fully set forth herein.

19 189. On information and belief, neither a NOAA nor Commerce employee determined
 20 that Washington's awards should be terminated.

21 190. A non-NOAA employee cannot lawfully make these determinations on behalf of
 22 NOAA without violating the Appointments Clause. *Edmond v. United States*, 520 U.S. 651, 659
 (1997).

23 191. Federal courts possess the power in equity to grant injunctive relief "with respect
 24 to violations of federal law by federal officials." *Armstrong v. Exceptional Child Ctr., Inc.*, 575
 25 U.S. 320, 327 (2015). Washington is "entitled to invoke the equitable jurisdiction to restrain
 26 enforcement" of unconstitutional acts by federal officials. *Panama Refin. Co. v. Ryan*, 293 U.S.

1 388, 414 (1935).

2 192. Pursuant to 28 U.S.C. § 2201, Washington is entitled to a declaration that
3 Defendants' actions violate the Appointments Clause and are therefore unconstitutional.

4 193. Washington is also entitled to a permanent injunction preventing Defendants
5 from implementing, maintaining, or reinstating their termination decisions.

6 **COUNT 6**
7 **All Terminations**
8 **Violations of the U.S. Constitution Spending Clause**

9 194. Plaintiff realleges and incorporates by reference the allegations contained in each
10 of the preceding paragraphs as if fully set forth herein.

11 195. The Spending Clause requires States to have fair notice of the conditions that
12 apply to the disbursement of funds to them. *See Pennhurst State Sch. & Hosp. v. Halderman*,
13 451 U.S. 1, 17–18, 25 (1981); *Nat'l Fed'n of Indep. Bus. v. Sebelius*, 567 U.S. 519, 583–84
14 (2012). Funding conditions must be set out “unambiguously.” *Arlington Cent. Sch. Dist. Bd. of*
15 *Educ. v. Murphy*, 548 U.S. 291, 296 (2006). This requirement flows from the Spending Clause
16 principle that States must “voluntarily and knowingly” accept conditions attached to federal
17 spending. *Id.* at 296 (quoting *Pennhurst*, 451 U.S. at 17). States “cannot knowingly accept
18 conditions of which they are ‘unaware’ or which they are ‘unable to ascertain.’” *Id.* (quoting
19 *Pennhurst*, 451 U.S. at 17). The requirement of unambiguous conditions “enable[s] the States to
20 exercise their choice knowingly, cognizant of the consequences of their participation.”
Pennhurst, 451 U.S. at 17.

21 196. Terminating Washington's awards under the purported basis that they do not
22 effectuate policies and priorities not known to Washington nor included in the terms and
23 conditions of the agreements under which the funding was awarded contravenes the Spending
24 Clause. Moreover, even if Defendants had clearly identified in the termination notices the new
25 priorities Washington has purportedly failed to effectuate—they did not—the State could not
26 possibly comply with priorities unknown to it at the time of the terminations, nor should it have

1 to.

2 197. Washington designed its proposals and applications for funding to achieve the
3 statutory purposes of the funding sources and the specific goals and priorities announced in the
4 NOFOs. Defendants' terminations amount to a retroactive application of new and unknown
5 conditions on Washington's awards and Defendants now assert authority to unilaterally
6 terminate Washington's awards on the basis of these new conditions alone. Washington had no
7 notice of these conditions nor the opportunity to "voluntarily and knowingly" accept them as
8 conditions attached to its awards of funding from NOAA.

9 198. Federal courts possess the power in equity to grant injunctive relief "with respect
10 to violations of federal law by federal officials." *Exceptional Child Ctr., Inc.*, 575 U.S. at 327.
11 Washington is "entitled to invoke the equitable jurisdiction to restrain enforcement" of
12 unconstitutional acts by federal officials. *Panama Refin. Co.*, 293 U.S. at 414.

13 199. Pursuant to 28 U.S.C. § 2201, Washington is entitled to a declaration that
14 Defendants' actions violate the Spending Clause and are therefore unconstitutional.

15 200. Washington is also entitled to a permanent injunction preventing Defendants
16 from implementing, maintaining, or reinstating their termination decisions.

17 **COUNT 7**
18 **All Terminations**
19 **Violations of the U.S. Constitution Separation of Powers Doctrine**

20 201. Plaintiff realleges and incorporates by reference the allegations contained in each
21 of the preceding paragraphs as if fully set forth herein.

22 202. The Constitution empowers Congress to make laws, U.S. Const. art. 1, § 1, and
23 requires the President to "take Care that the Laws be faithfully executed," *id.* art. II, § 3.

24 203. Consistent with the structural and functional separation-of-powers on which our
25 system of government is based, and on which it depends, "Congress makes laws and the
26 President . . . faithfully executes them." *Util. Air Regul. Grp. v. Env't. Prot. Agency*, 573 U.S.
302, 327 (2014) (cleaned up).

204. “The Framers viewed the legislative power as a special threat to individual liberty, so they divided that power to ensure that ‘differences of opinion’ and the ‘jarrings of parties’ would ‘promote deliberation and circumspection’ and ‘check excesses in the majority.’” *Seila Law LLC v. Consumer Fin. Prot. Bureau*, 591 U.S. 197, 223 (2020) (quoting *The Federalist* No. 70, at 475 (Alexander Hamilton) & No. 51, at 350 (James Madison)).

205. Thus “‘important subjects . . . must be entirely regulated by the legislature itself,’ even if Congress may leave the Executive ‘to act under such general provisions to fill up the details.’” *W. Va. v. EPA*, 597 U.S. 697, 737 (2022) (Gorsuch, J., concurring) (alteration in original) (quoting *Wayman v. Southard*, 23 U.S. 1, 42-43 (1825)).

206. The separation-of-powers doctrine thus represents a central tenet of our Constitution. *See, e.g., Trump v. United States*, 603 U.S. 593, 637–38 (2024); *Seila Law LLC*, 591 U.S. at 227. Consistent with these principles, the Executive acts at the lowest ebb of his constitutional authority and power when he acts contrary to the express or implied will of Congress. *Youngstown Sheet & Tube Co. v. Sawyer*, 343 U.S. 579, 637 (1952) (Jackson, J., concurring). The Executive’s powers are limited to those specifically conferred by the Constitution and federal statutes, and do not include any undefined residual or inherent power.

207. The faithfulness the Constitution requires of the Executive is not to the President’s views on priorities, but to the laws enacted by Congress as interpreted and enforced by the Courts. Congress’s powers to set the policies of the nation are at their apex when it comes to spending money, as the Constitution “exclusively grants the power of the purse to Congress, not the President.” *City & Cnty. of San Francisco v. Trump*, 897 F.3d 1225, 1231 (9th Cir. 2018).

208. The executive branch has no constitutional authority to refuse to carry out laws enacted by Congress, and it has no constitutional authority to block, amend, subvert, or delay spending appropriations based on the President’s own preferences. The executive branch violates the Take Care Clause where it declines to execute or otherwise undermines statutes enacted by Congress and signed into law or duly promulgated regulations implementing such statutes. *See*

1 *In re United Mine Workers of Am. Int'l Union*, 190 F.3d 545, 551 (D.C. Cir. 1999) (“[T]he
 2 President is without authority to set aside congressional legislation by executive order”);
 3 *Kendall v. United States ex rel. Stokes*, 37 U.S. 524, 613 (1838) (rejecting argument that by
 4 charging the President with faithful execution of the laws, the Take Care clause “implies a power
 5 to forbid their execution”); *see also Util. Air. Regul. Grp.*, 573 U.S. at 327 (noting that the
 6 President “act[s] at time[] through agencies”).

7 209. No statute or regulation authorizes the executive branch’s actions here. Congress
 8 provided funding to NOAA through enactment of the IRA specifically “to provide funding
 9 through direct expenditure, contracts, grants, cooperative agreements, or technical assistance to
 10 coastal states . . . , Tribal Governments, . . . and institutions of higher education . . . , for the
 11 conservation, restoration, and protection of coastal and marine habitats, . . . to enable coastal
 12 communities to prepare for extreme storms and other changing climate conditions, and for
 13 projects that support natural resources that sustain coastal and marine resource dependent
 14 communities.” Congress created and funded the National Sea Grant College Program to promote
 15 research, education, training, and advisory service activities to increase understanding,
 16 assessment, development, utilization, and conservation of the Nation’s ocean, coastal, and Great
 17 Lakes resources.

18 210. Congress created and funded the CZMA Section 309 Coastal Zone Enhancements
 19 Grant Program to provide funding to states for proposals that will result in coastal management
 20 program changes in one or more of nine enhancement areas, including coastal hazards.

21 211. In terminating Washington’s awards on the basis of their own priorities without
 22 regard for statutory directive, congressional intent, and applicable regulations, Defendants
 23 violate the Take Care Clause, override the careful judgments of Congress, and impermissibly
 24 arrogate to the executive branch legislative and spending powers reserved to Congress.

25 212. Federal courts possess the power in equity to grant injunctive relief “with respect
 26 to violations of federal law by federal officials.” *Exceptional Child Ctr., Inc.*, 575 U.S. at 327.

1 Washington is “entitled to invoke the equitable jurisdiction to restrain enforcement” of
 2 unconstitutional acts by federal officials. *Panama Refin. Co.*, 293 U.S. at 414.

3 213. Pursuant to 28 U.S.C. § 2201, Washington is entitled to a declaration that
 4 Defendants’ actions violate the separation-of-powers doctrine and are therefore unconstitutional.

5 214. Washington is also entitled to a permanent injunction preventing Defendants
 6 from implementing, maintaining, or reinstating their termination decisions.

7 **COUNT 8**
 8 **All Terminations**
 9 **Equitable Ultra Vires**
 10 **Conduct outside the Scope of Authority**

11 215. Plaintiff realleges and incorporates by reference the allegations contained in each
 12 of the preceding paragraphs as if fully set forth herein.

13 216. Any Agency and its executive officers may exercise only the authority conferred
 14 by statute and regulations.

15 217. Washington has a non-statutory right of action to have action taken in excess of
 16 legal authority declared unlawful.

17 218. A court reviewing executive action has an independent duty to determine what
 18 the law is and whether executive officers invoking statutory authority exceed their statutory
 19 power. *Exceptional Child Ctr., Inc.*, 575 U.S. at 327.

20 219. Defendants do not have authority to terminate Washington’s awards based on
 21 purported misalignment with *new* priorities that post-date the original award.

22 220. Defendants’ terminations without regard to the authorizing statutes, the Uniform
 23 Guidance, and NOAA regulations are contrary to law and exceed Defendants’ authority.

24 221. To the extent a non-NOAA employee made the determinations to terminate
 25 Washington’s awards, Defendants’ terminations violate the Appointments Clause and are
 26 therefore *ultra vires*.

222. To the extent Defendants’ terminations relied on placing new, unidentified or

1 ambiguous, and retroactive conditions on Washington's awards, Defendants have encroached on
 2 Congress's Spending Clause authority and violated the separation-of-powers and thereby acted
 3 *ultra vires*.

4 223. Federal courts possess the power in equity to grant injunctive relief "with respect
 5 to violations of federal law by federal officials." *Exceptional Child Ctr., Inc.*, 575 U.S. at 327.
 6 Washington is "entitled to invoke the equitable jurisdiction to restrain enforcement" of
 7 unconstitutional acts by federal officials. *Panama Refin. Co.*, 293 U.S. at 414.

8 224. Pursuant to 28 U.S.C. § 2201, Washington is entitled to a declaration that
 9 Defendants' decisions to terminate their awards and federal funding are *ultra vires* and therefore
 10 unlawful.

11 225. Washington is also entitled to a permanent injunction preventing Defendants
 12 from implementing, maintaining, or reinstating their termination decisions.

13 PRAYER FOR RELIEF

14 WHEREFORE, Plaintiff State of Washington prays that the Court:

- 15 a. Declare that Defendants' terminations of Washington's Equitable Framework for
 16 Coastal Resilience and Tribal Stewards awards are unlawful under the APA.
- 17 b. Declare that Defendants' terminations of Washington's Equitable Framework for
 18 Coastal Resilience and Tribal Stewards awards violate the U.S. Constitution.
- 19 c. Vacate Defendants' terminations of Washington's Equitable Framework for
 20 Coastal Resilience and Tribal Stewards awards and restore the awards.
- 21 d. Permanently enjoin Defendants from terminating Washington's Equitable
 22 Framework for Coastal Resilience and Tribal Stewards awards, except in
 23 accordance with the requirements set forth in the Uniform Guidance and the
 24 express terms and conditions of each award.
- 25 e. Permanently enjoin Defendants from impeding access to the full amount of funds
 26 awarded to Washington through the Equitable Framework for Coastal Resilience

1 and Tribal Stewards awards, except in accordance with the law, and require
2 Defendants to provide any extensions necessary to ensure the work funded
3 through the cooperative agreements can be completed.

- 4 f. Retain jurisdiction to ensure compliance with the orders of this Court.
5 g. Award Plaintiffs their reasonable fees, costs, and expenses, including attorneys'
6 fees, pursuant to 28 U.S.C. § 2412; and
7 h. Grant other such relief as this Court may deem proper.
8

9 DATED this 8th day of August, 2025.

10 **NICHOLAS W. BROWN**
11 Attorney General

12 *s/ Caitlin M. Soden*

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