



Salmon Program Federal Recovery Projects Post-Evaluation Project Summary

TITLE: Ala Spit Feasibility Assessment			NUMBER: 05-1491N (Non-Capital)
			STATUS: Board Funded
SPONSOR: Island County Public Works			EVALUATION SCORE:
			BOARD RANKING:
COSTS:			SPONSOR MATCH:
Salmon Federal Projects	\$151,846	81%	Donated Labor
Local	\$35,795	19%	Force Acct - Equipment
			Force Acct - Labor
			Force Acct - Materials
Total	\$187,641	100%	

GOAL & OBJECTIVE:

The goal of the project is to increase/improve information to help select projects that have a high certainty and benefit.

The objective of the project is to determine project siting, feasibility, design, or implementation.

DESCRIPTION:

Ala Spit County Park is five miles from the mouth of the Skagit River and consists of an eight acre sand and gravel spit, four acres of uplands, and 5,000 linear feet of beach and tidelands. Ala Spit contains a pocket estuary and was formed and is maintained by accreted sediments transported alongshore from a southern feeder bluff. It is undeveloped (except a parking area); local activities include clam digging, fishing, and bird watching.

The Island County Salmon Recovery Plan (SRP) describes Ala Spit as a pocket estuary accessible to salmon, characterized by a sediment deposition zone, an eelgrass meadow, kelp beds, and forage fish spawning area. The SRP values the Ala Spit nearshore and pocket estuary areas as a high protection priority for juvenile salmon and very high protection priority for forage fish based on the habitat functions these areas provide.

The spit is close to being breached at the base, endangering the pocket estuary. Adjacent park small rock jetty and bulkhead and southern private bulkheads may contribute to the problem.

This project will identify strategies to protect fish habitat functions and physical processes that maintain Ala Spit, through assessment of sediment supply and transport, habitat, and land issues affecting the processes. The project will provide recommended restoration activities, including a 30% design to restore the spit. This will serve as the basis for the next project phase and will be a model for nearshore estuary protection/enhancement.

LOCATION INFORMATION:

Northern Whidbey Island, Ala Spit

ST SALMON REGION: Puget Sound North

LEAD ENTITY ORG: Island County LE

COUNTY: Island

WRIA: Island (6)

SALMON INFORMATION: (* indicates primary)

Species Targeted

Bull Trout
Chinook (Listed, Threatened (03/99))*
Chum (Not Warranted (03/98))

Coho (Species of Concern (04/04))
Cutthroat (Not Warranted (04/99))
Pink

Habitat Factors Addressed

Biological Processes
Estuarine and Nearshore Habitat*
Loss of Access to Spawning and Rearing Habitat
Riparian Conditions

Streambed Sediment Conditions
Water Quality
Water Quantity



Eligible Reimbursement Activities Report

Project Sponsor: Island County Public Works
Project Title: Ala Spit Feasibility Assessment

Project Number: 05-1491 N
IAC Approval: 1/6/2006

Non Capital Items:

Items	Elements	Unit	Quantity	Description
Communications	Postage	Lump sum	1.00	Newsletter support
Communications	Printing, binding, copying	Lump sum	1.00	Newsletter support
Equipment	Equipment - other	Lump sum	1.00	Laptop computer for field work
Professional Services	Consultant(s)	Lump sum	1.00	Technical services
Professional Services	Mapping/GIS	Lump sum	1.00	GIS technical services
Rentals & Leases	Meeting rooms	Lump sum	1.00	Meeting rooms
Salaries & Benefits	Salaries & benefits - other	# of FTE's	0.05	Habitat Aide - Aquatic habitat volunteer aides
Salaries & Benefits	Salaries & benefits - other	# of FTE's	0.05	Park Advisor - County park support
Salaries & Benefits	Salaries & benefits - other	# of FTE's	0.25	Project Manager - project planning, assesment & management
Sales Tax	Sales Tax	Lump Sum	1.00	
Supplies	Forms, maps, stationery	Lump sum	1.00	Reference map
Supplies	General supplies	Lump sum	1.00	Project supplies
Supplies	Publications	Lump sum	1.00	Reference materials
Transportation/Travel	Vehicle use	Rate per mon	1.00	Vehicle use

Milestone Report By Project

Project Number: 05-1491 N
Project Name: Ala Spit Feasibility Assessment
Sponsor: Island County Public Works
IAC Project Manager: Tara Galuska

X	!	Milestone	Target Date	Comments/Description
		Project Start	01/06/2006	
		RFP Complete	06/01/2006	
	!	Bid Awarded/Consultant Hired	10/01/2006	
		Data Gathering Started	11/01/2006	Collect & analyze habitat data
	!	Draft Report Reviewed by IAC	02/01/2008	Provide recommendations and 30% habitat design
	!	Final Report Completed	04/01/2008	
	!	Project Complete	05/01/2008	
		Final Docs & Billing to IAC	08/01/2008	

X = Milestone Complete

! = Critical Milestone

INVOICE VOUCHER

Agency Name

Interagency Committee for Outdoor Recreation
P.O. Box 40917
Olympia, WA 98504-0917

Sponsor

Island County Public Works

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished and/or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam or disabled veterans status.

BY _____

(TITLE)

(DATE)

To Be Completed By Sponsor

Project Number	05-1491 N	Invoice #	1	From:	Billing Period	To:	This is a Final Billing?
Project Name	Ala Spit Feasibility Assessment						Yes [] No []
		Previous Expenditures To Date			Costs For This Billing		
CATEGORIES:	Project Agreement	Expenditures	Non-Reimbursable Match	Total	Expenditures	Non-Reimbursable Match	Total
Non-Capital							
Non-Capital Costs							
Equipment							
Non-Capital Total	\$187,641.00						
TOTAL	\$187,641.00						

FUNDING & EXPENDITURE FORMULA
For IAC Use ONLY

Agreement Information			Previous IAC Reimbursements		
Sponsor:	19.08%	\$35,795.00	Total Billed		
IAC Federal:			IAC Share Billed		
IAC: SALMON FED PRO	80.92%	\$151,846.00	IAC Share Approved		
			Advance Balance		
			Match Owed Balance		
			IAC Share Retained		
			IAC Share Paid		
Agreement Total:	100.00%	\$187,641.00	Match Bank		
Doc Date	Current Doc. No.	Ref Doc#	Vendor Number	Vendor Message	
			-00	05-1491 N	
Tran Code	Fund	Appn Index	Prog Index	Sub Obj/SubSub Obj	Project #
210	001	H76	98104	NZ	
					Amount
					Invoice #
					1

Certification For Payment

Project Manager/Date

Release Final Pmt

Division Supervisor/Date

Accounting/Date

Press Release Template

Island County Public Works offered grant to develop a plan or assessment for salmon recovery.

(Coupeville) - Island County Public Works was awarded a grant of \$151,846 from the Salmon Program. The grant was awarded by the Salmon Recovery Funding Board (SRFB), and will be used for the following:

Ala Spit County Park is 5 miles from the Skagit River and consists of an eight-acre sand and gravel spit, 4 acres of uplands and 5,000 linear feet of beach and tidelands. Ala Spit contains a pocket estuary and is maintained by sediments transported along the shore from a southern feeder bluff. Ala Spit is important for young salmon and forage fish but is close to being breached at the base, endangering the pocket estuary. Nearby bulkheads and a small rock jetty may contribute to the problem. This grant will be used to identify strategies to protect fish habitat and physical processes that maintain Ala Spit by evaluating sediment supply and transport, habitat and land issues. The project will provide recommended restoration activities, including a partial design to restore the spit. Island County will contribute \$35,795 in equipment, labor, materials and donated labor.

There were one hundred four applications submitted for consideration in the Salmon Program. Each project went through an evaluation process prior to being recommended for funding. The SRFB Board approved funding for one hundred four projects on Friday, January 6, 2006.

Funding for the Salmon Program comes from funds administered by NOAA Fisheries. Island County Public Works will leverage local contributions totaling \$35,795 with grant monies to implement the project. Total estimated project cost is \$187,641. SRFB is the state's administrator of the grant program.

Contact: Rex Porter, (360) 240-5544 (sponsor project manager)

Tara Galuska, (360) 902-2953, TaraG@iac.wa.gov (SRFB project manager)

General Provisions
PUBLIC AGENCY GRANTS
Research, Planning, Assessments & Studies

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SECTION 1. HEADINGS AND DEFINITIONS

Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement - The accord accepted by all parties to the present transaction; the Agreement, supplemental agreement, and intergovernmental agreement between the Funding Board and a Sponsor.

Applicant - Any agency or organization that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the Funding Board.

Application - The forms and support documents approved by the Funding Board or the Director for use by applicants in soliciting project funds administered by the Office.

Director - The Office Director or the Director's designee.

Funding Board – As identified in Paragraph A in the Agreement as either the (1) Interagency Committee for Outdoor Recreation (IAC) - The committee created under Chapter 79A.25.110 RCW includes eight members. Three are agency heads: the Commissioner of Public Lands, the Director of Parks and Recreation, and the Director of Fish and Wildlife (or their designees). Five, by appointment of the Governor with the advice and consent of the Senate, are members of the public at large who have demonstrated interest in and a general knowledge of outdoor recreation in the state; (2) Salmon Recovery Funding Board (SRFB) - The Board created under Chapter 77.85.110 RCW, is comprised of five governor-appointed voting members (one a cabinet-level appointment) and five non-voting state officials: the Commissioner of Public Lands, the Secretary of Transportation, the Director of the Conservation Commission, the Director of Fish and Wildlife, and the Director of Ecology (or their designees); or (3) Hatchery Scientific Review Group (HSRG) – The independent Board established by Congress to ensure hatchery reform programs in Puget Sound and Coastal Washington are scientifically founded and evaluated.

Milestone – Important date(s) tracked in the Agreement for monitoring the Project status.

Office - Office of the Interagency Committee - The Office provides support to the IAC, SRFB, and HSRG. The Office includes the Director and personnel, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW.

Period of Performance - The time period specified in the Agreement, under Section E, Period of Performance.

Post Evaluation Summary - One of the documents used to summarize and describe the actions undertaken in the Agreement.

Project - The undertaking that is the subject of this Agreement and that is, or may be, funded in whole or in part with funds administered by the Office on behalf of the Funding Board.

Public Agency - For the purposes of this chapter, the term "public agency" shall mean any agency, political subdivision, or unit of local government of this state including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state. The term "state" shall mean a state of the United States.

Sponsor - The applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees and agents.

SECTION 2. PERFORMANCE BY SPONSOR

The Sponsor shall undertake the Project as described in this Agreement, Post Evaluation Summary, the Sponsor's application, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the Funding Board. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the Project is important. Failure to do so, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

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

SECTION 4. INDEPENDENT CAPACITY

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

SECTION 5. RECORDS MAINTENANCE

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

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

SECTION 6. RIGHTS IN DATA

Copyright in all material created by the Sponsor and paid for by the Office as part of this Agreement shall be the property of the state of Washington. Both the Sponsor and Office may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the state of Washington. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which the Sponsor uses to perform this Agreement, but which is not created for or paid for by the Office shall be owned by the Sponsor or such other party as determined by Copyright Law and/or Sponsor's internal policies; however, for any such materials, Sponsor hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted royalty free, non-exclusive license to the Office to use the material for internal purposes.

SECTION 7. DEBARMENT CERTIFICATION

The Sponsor certifies it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. If requested by the Office, the Sponsor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Sponsor for this Agreement shall be incorporated into this Agreement by reference.

SECTION 8. NON-AVAILABILITY OF FUNDS

If amounts sufficient to fund the grant made under this Agreement are not appropriated by the Washington State Legislature, or if such funds are not allocated by the Washington State Office of Financial Management (OFM) to the Office for expenditure for this Agreement in any biennial fiscal period, the Office shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or OFM occurs. If the Office participation is suspended under this section for a continuous period of one year, the Office's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

SECTION 9. ADVANCE PAYMENTS PROHIBITED

Advance payments of or in anticipation of goods or services to be provided under this Agreement are limited to salmon restoration grants and must comply with SRFB policy.

SECTION 10. BILLING PROCEDURE

The Sponsor shall submit invoices to the Office at least once a year. Payment to the Sponsor for approved and completed work will be made by warrant or account transfer by the Office within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Section 11. RECOVERY OF PAYMENTS

In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, the Office reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance.

The Sponsor shall reimburse the Office for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by the Office. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

SECTION 12. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and/or state statutes, regulations policies and procedures including applicable federal Office of Management and Budget (OMB) circulars and federal and state executive orders;
- B. Additional Provisions or Modifications of the General Provisions;
- C. General Provisions; and
- D. Any other attachments or provisions incorporated by reference or otherwise stated in this Agreement.

SECTION 13. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

SECTION 14. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Board and the Office rely upon the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 15. WAIVER

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

SECTION 16. LEGAL RELATIONS

Each party to this Agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

SECTION 17. TERMINATION

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

SECTION 18. TERMINATION FOR CAUSE

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

SECTION 19. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

SECTION 20. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County Superior Court. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

In the cases where this agreement is between the Funding Board and a federally recognized Indian tribe, the following Governing Law/Venue applies:

- A. The State of Washington agrees that it shall initiate any lawsuit against a federally recognized Indian tribe arising out of or relating to the performance, breach or enforcement of this agreement in Federal Court. Interpretation shall be according to the law of the State of Washington. In the event that the Federal Court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court, but the parties agree that the matter shall not be pursued in superior court unless there is a Federal Court determination that it lacks subject matter jurisdiction.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from the action shall be binding and enforceable upon the parties. Any money judgment or award against the Tribe, tribal officers and members, or the State of Washington and its officers and employees may not exceed the amount provided for in Section F- Project Funding of the Agreement.
- C. The Tribe hereby waives its sovereign immunity as necessary to give effect to this section, and the State of Washington has waived its immunity to suit in state court. These waivers are only for the benefit of the Tribe and State and shall not be enforceable by any third party or by any assignee or delegate of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

SECTION 21. SEVERABILITY

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