



Salmon Program Federal Recovery Projects Post-Evaluation Project Summary

TITLE: Strawberry Point Protection Assessment			NUMBER: 06-2217N (Non-Capital)
SPONSOR: County of Island			STATUS: Board Funded
COSTS:			EVALUATION SCORE: BOARD RANKING:
Salmon Federal Projects	\$179,200	85%	Donated Equipment
Local	\$32,700	15%	Donated Labor
Total	\$211,900	100%	Force Acct - Labor

DESCRIPTION:

The purpose of the project is protection of healthy Strawberry Point watershed nearshore processes and habitats benefiting juvenile and adult salmon. The primary goal is WRIA 6's Salmon Recovery Plan (SRP) Goal 1: net increase in salmon habitat through voluntary inventory and protection. The SRP states "voluntary opportunities increase the levels of protection through stewardship and conservation easements."

The SRP describes Strawberry Point as a high priority juvenile salmon protection site and very high priority forage fish protection site and in its location adjacent to both forks of the Skagit River is heavily used by six of the twenty-two independent Chinook salmon populations. The project is in Geographic Area 1, is a juvenile Chinook utilization area, is home to sand lance and surf smelt spawning beaches and extensive eelgrass meadows.

This project enables shoreline protection data analysis, planning, implementation and conservation easement efforts. The project includes coordination of data analysis for shoreline prioritization of lands, and creation of implementation plans. Implementation actions include updated stewardship plans, increased participation via Backyard Conservation and Shore Stewards programs on private lands and creation of landowners willing to enter into key habitat conservation easement and other acquisition actions.

LOCATION INFORMATION:

Strawberry Point on East Side of Whidbey Island between Dugalla Bay and Crescent Harbor.

ST SALMON REGION: Puget Sound North LEAD ENTITY ORG: Island County LE
COUNTY: Island WRIA: Island (6)

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.

SALMON INFORMATION: (* indicates primary)

Species Targeted

Bull Trout	Coho (Species of Concern (04/04))
Chinook (Listed, Threatened (03/99))*	Cutthroat (Not Warranted (04/99))
Chum (Not Warranted (03/98))	Pink

Habitat Factors Addressed

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

FISCAL YEAR: 2007 DATE PRINTED: July 16, 2007



Eligible Reimbursement Activities Report

Project Sponsor: County of Island
Project Title: Strawberry Point Protection Assessment

Project Number: 06-2217 N
Approval: 12/6/2006

Non Capital Items:

Worksite	Element	Item	Unit	Quantity	Description
#1, Strawberry Point	Communications - other	Communications	Lump sum	1.00	Community outreach support
#1, Strawberry Point	Postage	Communications	Lump sum	1.00	Newsletter support
#1, Strawberry Point	Printing, binding, copying	Communications	Lump sum	1.00	Newsletter support
#1, Strawberry Point	Equipment - other	Equipment	Lump sum	1.00	Laptop computer for field work
#1, Strawberry Point	Consultant(s)	Professional Services	Lump sum	1.00	Tech services for conservation easement feasibility study
#1, Strawberry Point	Mapping/GIS	Professional Services	Lump sum	1.00	GIS technical services
#1, Strawberry Point	Meeting rooms	Rentals & Leases	Lump sum	1.00	Meeting rooms
#1, Strawberry Point	Salaries & benefits - other	Salaries & Benefits	# of FTE's	0.50	Planning Dept. shoreline staff & project manager
#1, Strawberry Point	Salaries & benefits - other	Salaries & Benefits	# of FTE's	0.30	Volunteer coordinator - Beach Watcher/Shore Stewards program
#1, Strawberry Point	Salaries & benefits - other	Salaries & Benefits	# of FTE's	0.30	Resource specialist - Whidbey Island Conservation District
#1, Strawberry Point	Sales Tax	Sales Tax	Lump Sum	1.00	
#1, Strawberry Point	Computer software	Supplies	Lump sum	1.00	Reference maps
#1, Strawberry Point	General supplies	Supplies	Lump sum	1.00	Project supplies
#1, Strawberry Point	Publications	Supplies	Lump sum	1.00	Reference material
#1, Strawberry Point	Mileage	Transportation/Travel	Rate	1.00	volunteer support
#1, Strawberry Point	Transportation/travel - other	Transportation/Travel	Lump sum	1.00	vehicle rental
#1, Strawberry Point	Vehicle use	Transportation/Travel	Rate per mon	1.00	vehicle use



Milestone Report By Project

Project Number: 06-2217 N
Project Name: Strawberry Point Protection Assessment
Sponsor: Island County of
Project Manager: Tara Galuska

X	!	Milestone	Target Date	Comments/Description
		Project Start	04/01/2007	Meeting with partners. Draft agreements.
		RFP Complete	06/15/2007	
	!	Bid Awarded/Consultant Hired	06/15/2007	ICPDC serves as lead. Augment ongoing studies
		Data Gathering Started	06/18/2007	Augment ongoing studies
		Annual Project Billing	07/15/2007	Annual billing due
		Annual Project Billing	07/15/2008	Annual billing due
	!	Draft Report Reviewed by IAC	02/02/2009	
	!	Final Report Completed	04/01/2009	
		Annual Project Billing	07/15/2009	Annual billing due
	!	Project Complete	08/31/2009	
		Final Docs & Billing to IAC	11/30/2009	

X = Milestone Complete

! = Critical Milestone

Press Release Template

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

(Coupeville) - County of Island was awarded a grant of \$179,200.00 from the Salmon Program. The grant was awarded by the Salmon Recovery Funding Board (SRFB), and will be used for the following:

Island County will use this grant to coordinate data analysis so it can prioritize shorelands for protection and develop implementation plans. The implementation plans would include updating stewardship plans, increasing participation in conservation programs, acquisition actions and identification of landowners willing to enter into conservation easement agreements with the county. This work is targeted at protecting the healthy Strawberry Point watershed for salmon. Strawberry Point is an important area for juvenile salmon, forage fish, sand lance, surf smelt and eelgrass. Island County will contribute \$32,700 in labor and donations of equipment and labor

There were one hundred sixteen 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 projects on Wednesday, December 6, 2006.

Funding for the Salmon Program comes from funds administered by NOAA Fisheries. County of Island will leverage local contributions totaling \$32,700.00 with grant monies to implement the project. Total estimated project cost is \$211,900.00. SRFB is the state's administrator of the grant program.

Contact: Jan Smith, (360) 678-7987 (sponsor project manager)

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

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

Table of Contents	Page
A. Heading and Definitions	
Section 1. Headings and Definitions	1
B. Performance and Requirements (General Responsibilities)	
Section 2. Performance by Sponsor	2
Section 3. Assignment	2
Section 4. Independent Capacity	2
C. Compliance with Laws, Records, and Inspections	
Section 5. Records Maintenance	2
Section 6. Rights in Data	2
Section 7. Debarment Certification	3
D. Funding, Reimbursements	
Section 8. Non-Availability of Funds	3
Section 9. Advance Payments Prohibited	3
Section 10. Billing Procedure	3
Section 11. Recovery of Payments	3
E. Remedies and Disputes	
Section 12. Order of Precedence	3
Section 13. Agreement Changes, Modifications and Amendments	4
Section 14. Application Representations—Misrepresentations or Inaccuracy or Breach	4
Section 15. Wavier	4
Section 16. Legal Relations	4
Section 17. Termination	4
Section 18. Termination for Cause	4
Section 19. Disputes	4
Section 20. Governing Law/Venue	4
Section 21. Severability	5

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.