

## Project Agreement Fed Funds for Salmon Habitat

**Project Sponsor:** Snohomish County  
**Project Title:** Paradise Valley

**Project Number:** 99-1037A

### **A. PARTIES TO THE AGREEMENT**

This Project Grant Agreement (Agreement) is entered into between the Office of the Governor, Governor's Salmon Recovery Office (GSRO), P.O. Box 43135, Olympia, Washington, 98504-3135 and Snohomish County, 3000 Rockefeller, Everett, WA 98201 (Project Sponsor) and shall be binding upon the agents and all persons acting by or through the parties.

### **B. PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is for GSRO to provide a grant award to the Project Sponsor for the project specified herein from funds received from the United States Department of the Interior, Fish and Wildlife Services as provided for in the *Omnibus Consolidated and Emergency Supplemental Appropriations Act*, Public Law 105-277, H.R. 4328, 112 Stat 2681 (1998) and the *Matching Grant Agreement between the U.S. Fish and Wildlife Service and the State of Washington, Office of the Governor, Governor's Salmon Recovery Office*, 1998, Agreement Number 1448-98210-99-G273, Catalog of Federal Domestic Assistance (CFDA) Number 15.608 (Fish and Wildlife Management Assistance).

### **C. PROJECT DESCRIPTION**

The project for which a grant award is made is described in the attached Project Summary, Milestones of Project, and Eligible Reimbursement Activities reports. The Project Sponsor agrees to complete the project as described, in its entirety, in the time as prescribed in the milestones. Failure to timely complete the project shall constitute a material breach of this Agreement.

### **D. PERIOD OF PERFORMANCE**

The Project reimbursement period shall begin on April 6, 1999 and end on October 1, 2000. No expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this Agreement.

### **E. PROJECT FUNDING**

The total grant award provided by GSRO for this project shall not exceed \$645,480.00. GSRO shall not pay any amount beyond that approved for funding of the project. The Project Sponsor shall be responsible for all total project costs that exceed this amount. The contribution of funds by the Project Sponsor towards work on this project shall be as indicated below:

	Percentage	Dollar Amount
GSRO - FFSH	32.75%	\$645,480.00
Project Sponsor	67.25%	\$1,325,520.00
<b>Total Project Cost</b>	<b>100.00%</b>	<b>\$1,971,000.00</b>

### **F. RIGHTS AND OBLIGATIONS**

All rights and obligations of the parties regarding this grant award are subject to this Agreement, and the General Provisions (Attachment A) and any Special Provisions (Attachment B), which are incorporated herein by reference as if fully set forth. The Project Sponsor has read, fully understands and agrees to be bound by all terms and conditions as set forth in these documents.

### **G. AMENDMENTS**

GSRO reserves the right to unilaterally amend the Project Grant Agreement and/or General Provisions, by written notification to the Project Sponsor, for the purpose of insuring compliance with federal and/or state laws. All other amendments to the Project Grant Agreement, General Provisions, or Special Provisions shall not be effective unless provided in writing and signed by all parties.

**H. PROJECT GRANT AGREEMENT REPRESENTATIVES**

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

GSRO's Representative:

Rollie Geppert, Contract Administrator  
Office of the Governor, Governor's Salmon Recovery Office  
P.O Box 43135  
Olympia, WA 98504-3135

Project Sponsor Representatives:

Dianne Housden  
Land Acquisition Specialist  
Snohomish County  
3000 Rockefeller MS 303  
Everett, WA 98201

**I. CERTIFICATION OF ELIGIBILITY TO RECEIVE FEDERAL FUNDS**

The Project Sponsor certifies that it has not been debarred, suspended, or otherwise excluded from or deemed ineligible for participation as a recipient of any Federal financial assistance and/or benefits under U.S. Presidential Executive Order 12549, "Debarment and Suspension," or any other applicable federal law.

**J. CERTIFICATION OF AUTHORITY**

The undersigned representative certifies that the Project Sponsor is a legally constituted local government or federally recognized Indian tribe with full authority and legal capability to perform the terms of this Agreement and he/she is authorized to sign this agreement on their behalf.

**K. ENTIRE AGREEMENT**

This Agreement, along with all attachments, constitutes the entire agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

**L. EFFECTIVE DATE**

This agreement shall be effective upon signing by all parties.

STATE OF WASHINGTON  
OFFICE OF THE GOVERNOR  
GOVERNOR'S SALMON RECOVERY OFFICE

BY: Curt Smith  
Curt Smith  
Special Asst to the Governor

DATE: 7/23/99

PROJECT SPONSOR

BY: Gary Weikel **GARY WEIKEL**  
Snohomish County **Executive Director**

DATE: 9-8-99  
D-5

Pre-approved as to form by the state Assistant Attorney General

Approved as to form:

[Signature]  
Deputy Prosecuting Attorney

## **Project Agreement Fed Funds for Salmon Habitat**

**Project Sponsor:** Snohomish County  
**Project Title:** Paradise Valley

**Project Number:** 99-1037A

### **ATTACHMENT B - SPECIAL PROVISIONS**

Project Sponsor is eligible for reimbursement of costs incurred prior to the execution of this Agreement, but after January 1, 1999. [Reimbursement of costs incurred between October 21 and December 30, 1998, are also available on a limited basis, demonstrated through written documentation approved by the GSRO prior to both parties signing the Agreement.]

Project Sponsor shall retain the acquired land in perpetuity for the use(s) provided for in this Agreement.

## ***GENERAL PROVISIONS***

*June 1, 1999*

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## **GENERAL PROVISIONS**

### **Section 1: Headings**

Headings used in this document are for reference purposes only and shall not be considered a substantive part of the General Provisions.

### **Section 2: Definitions**

GSRO, as used in the Project Grant Agreement (Agreement), General Provisions and/or Special Provisions means the Washington State Governor's Salmon Recovery Office, or any successor agency.

Project Sponsor, as used in the General Provisions and/or Special Provisions, means the local government or federally recognized Indian tribe that has been provided a grant award by GSRO in the Agreement.

### **Section 3: Responsibility for Project**

While GSRO is providing a grant award to the Project Sponsor for the project as described in the Agreement, the project itself remains the sole responsibility of the Project Sponsor. GSRO undertakes no responsibilities to the Project Sponsor, or to any third party, other than as is expressly set forth in the Agreement, General Provisions and/or Special Provisions. The responsibility for the design, development, construction, implementation, operation and maintenance of the project is solely that of the Project Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project.

The Project Sponsor shall defend, at its own cost, any and all claims or suits at law or in equity which may be brought against the Project Sponsor in connection with the project. The Project Sponsor shall not look to GSRO, including any of GSRO's employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to the cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related in any way to the project, including but not limited to, its design, development, construction, implementation, operation and/or maintenance.

#### **Section 4: Restriction on Assignment**

The Project Sponsor shall not assign the Agreement, the performance of any obligations under the Agreement, or any claim against GSRO it may have under the Agreement, without the express written consent of GSRO.

#### **Section 5: Independent Capacity of the Project Sponsor**

The Project Sponsor and his or her employees or agents performing under the Agreement are not employees or agents of GSRO. The Project Sponsor will not hold himself/herself out as, nor claim to be, an officer or employee of GSRO or of the state of Washington, nor will the Project Sponsor make any claim of right, privilege or benefit which would accrue to an employee under federal or state laws. The Project Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state and/or local laws.

#### **Section 6: Compliance with Applicable Laws**

The grant award made by GSRO to the Project Sponsor is subject to 43 C.F.R., Subtitle A, Part 12, *Administrative and Audit Requirements and Cost Principles for Assistance Programs*; Office of Management and Budget (OMB) Circular A-87, *Cost Principles for State and Local Governments*; and OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations* which are incorporated herein by reference. The Project Sponsor agrees to comply with all of the requirements of this federal regulation and the referenced circulars, and any amendments as published in the Federal Register, as a condition of receiving a grant award from GSRO.

The Project Sponsor also agrees to comply with all other applicable federal, state and local laws, executive orders and policies, including, but not limited to: the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321, *et seq.*; the Washington State Environmental Policy Act (SEPA), RCW 43.21C; SEPA Rules, WAC 197-11; Hydraulic Project Approval, RCW 75.20.100; Hydraulic Code Rules, WAC 220-110; Shoreline Management Act of 1971, RCW 90.58; Shoreline Management Permit Procedures, WAC 173-27; the Growth Management Act, RCW 36.70A; and federal and state safety and health regulations (OSHA/WISHA).

The Project Sponsor further agrees to indemnify and hold harmless GSRO from all liability, damages and costs of any nature, including but not limited to costs of suits and attorneys' fees assessed against GSRO, as a result of the failure of the Project Sponsor to comply with any applicable federal, state, or local laws, policies, executive orders or OMB Circulars.

#### **Section 7: Conflict of Interest**

A Project Sponsor will maintain a written code of standards of conduct governing the performance of employees engaged in the award and administration of contracts under the Agreement. No employee, officer or agent of the Project Sponsor shall participate in the



selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when (1) the employee, officer or agent; (2) any member of his immediate family; (3) his or her partner; or (4) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for the award. The Project Sponsor's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. A Project Sponsor may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Project Sponsor's officers, employees, or agents, or by contractors or their agents.

### **Section 8: Financial Management**

The Project Sponsor must maintain a financial management system that complies with any applicable federal and state laws, and that includes standard accounting practices, sufficient internal controls, a clear audit trail and written cost allocation procedures sufficient to permit the tracing of grant funds to a level of expenditure adequate to insure such funds have not been used in violation of the restrictions and prohibitions of applicable federal, state, and/or local laws, policies, executive orders, or OMB Circulars. Financial management systems must be capable of distinguishing expenditures attributable to this grant from expenditures not attributable to this grant. This system must be able to identify costs by year, budget line item, and to differentiate between direct and indirect costs as those terms are used in OMB Circular A-87.

The Project Sponsor must maintain adequate supporting documents for every expenditure and in-kind contribution made under this grant. Costs must be shown in books or records (e.g., a disbursement ledger or journal), and must be supported by a source document, such as a receipt, travel voucher, invoice, bill, in-kind voucher, or similar document.

A Project Sponsor shall immediately notify GSRO in writing of any significant problems relating to the financial aspects of the grant; any losses of any grant funds, equipment, or supplies; any damage to real property acquired with grant funds; or any suspected misconduct or malfeasance related to the grant.

### **Section 9: Reimbursement for Expenditures**

GSRO shall reimburse a Project Sponsor for its actual cash disbursements for "allowable costs". "Allowable costs" under the Agreement are actual expenditures incurred by the Project Sponsor during the period of performance of the agreement that don't exceed the total grant award and that are authorized in 43 C.F.R. Subtitle A, Part 12; OMB Circular A-87; and any applicable U.S. Department of Interior regulations. Requests for reimbursement of allowable costs shall be submitted to GSRO at least quarterly and comply with *GSRO's Guidelines for Reimbursement of Expenditures*. GSRO may withhold payments for expenditures if the Project Sponsor has failed to comply with the terms and conditions of the Agreement, General Provisions, Special Provisions, GSRO guidelines, and/or any applicable federal, state, or local laws, policies, executive orders, or OMB Circulars. A Project Sponsor must submit final

selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when (1) the employee, officer or agent; (2) any member of his immediate family; (3) his or her partner; or (4) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for the award. The Project Sponsor's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. A Project Sponsor may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Project Sponsor's officers, employees, or agents, or by contractors or their agents.

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records and financial statements necessary for it to comply with its audit responsibilities under federal law and OMB Circular A-133.

A Project Sponsor that expends a total amount of federal awards of less than \$300,000 in any fiscal year is exempt for such fiscal year from compliance with the audit requirements of OMB Circular A-133, and any applicable requirements concerning financial audits contained in federal statutes and regulations governing programs under which such federal awards are provided to that Project Sponsor. The provisions of this paragraph shall not exempt a Project Sponsor from compliance with any provisions of a federal statute or regulation that requires a Project Sponsor to maintain records concerning federal awards provided to such Project Sponsor or that permits a federal or state agency access to such records. GSRO may conduct an audit of a Project Sponsor exempt from federal audit requirements as deemed necessary.

### **Section 12: Records Maintenance**

The Project Sponsor shall retain all books, records, documents, data, and other materials relevant to the Agreement for six years after completion of the project. These records shall be subject at all reasonable times to inspection, review, copying, or audit by personnel duly authorized by GSRO, the Office of the Washington State Auditor, or other authorized federal and/or state officials. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

### **Section 13: Authority to Inspect/Right of Entry**

The Project Sponsor shall provide GSRO, any of its officers, or any other authorized agent or official of the state of Washington or the federal government the right of access to its lands and facilities at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

### **Section 14: Procurement of Real Property, Equipment, and Supplies**

When procuring property and services with a grant award from GSRO under the Agreement, a Project Sponsor will use its own procurement procedures which reflect applicable State and local laws, provided the procurement procedures conform to applicable federal law and the standards identified in 43 C.F.R. § 12.76(b) through (i) and any requirements for reimbursement as provided for in *OMB Circular A-87*. In addition, a Project Sponsor acquiring any interest in real property with funds from the grant award shall comply with *GSRO's Guidelines for Land Acquisitions* and to the extent applicable the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. § 4601, *et seq.*

A Project Sponsor will ensure that every contract contains those provisions required by 43 C.F.R. § 12.76(i). The United States Fish and Wildlife Service (USFWS) can require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

**Section 15: Title, Use, Replacement, and Disposition of Real Property, Equipment, and Supplies**

**Title.** Subject to the obligations and conditions set forth in 43 C.F.R. § 12.71 through § 12.73, title to real property, equipment, and supplies acquired under funds dispersed by GSRO to the Project Sponsor will vest upon acquisition in the Project Sponsor. Equipment means an article of nonexpendable tangible personal property having a useful life of more than one year and an acquisition cost of five-thousand dollars (\$5000) or more per unit. Supplies mean all tangible personal property other than equipment as defined in this section.

**Use.** Equipment and supplies shall be used by the Project Sponsor in the project for which it was acquired, as long as needed, whether or not the project continues to be supported by federal funds. When no longer needed for the original project, the equipment may be used in other activities currently or previously supported by a federal agency. The Project Sponsor shall also make equipment available for use on other projects or programs currently or previously supported by the federal government, providing such use will not interfere with the work on the project for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the USFWS. User fees should be considered if appropriate. The Project Sponsor must not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by federal statute. Except as otherwise provided by federal statute, real property will be used for the originally authorized purpose for which it was acquired as long as needed for that purpose, and the Project Sponsor shall not dispose of or encumber its title or other interest.

**Replacement.** When acquiring replacement equipment, the Project Sponsor may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the USFWS. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, at a minimum, meet the following requirements: (1) property records must be maintained that include a description of the property, a serial number or other identification number, the source of property who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property; (2) a physical inventory of the property must be taken and the results reconciled with the property records at least once every two years; (3) a control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated; (4) adequate maintenance procedures must be developed to keep the property in good condition; and (5) if the Project Sponsor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

**Disposition.** Disposition of equipment and supplies shall be as provided for in 43 C.F.R. § 12.72 and § 12.73 or other applicable federal laws. When real property is no longer needed for the originally authorized purposes, the Project Sponsor will request disposition instructions from the USFWS as provided for in 43 C.F.R. § 12.71.

### **Section 16: Enforcement**

The Project Sponsor understands and agrees that GSRO may enforce the Agreement by the remedy of specific performance, which means completion of the project as described in the Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to GSRO. GSRO may elect to exercise any or all remedies available to it under the Agreement, or any other provision of law. This shall include, but not be limited to, temporarily withholding cash payments pending correction of a deficiency, disallowing all or part of the costs of the activity or action that is not in compliance with the terms and conditions of the Agreement, and wholly or partly suspending or terminating the grant award to the Project Sponsor.

### **Section 17: Application Representations—Misrepresentation or Inaccuracy a Breach**

GSRO relies upon the Project Sponsor's application in making its determination 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 and could result in termination of the grant award.

### **Section 18: Waiver of Default**

GSRO's waiver of any default of the Project Sponsor shall not be deemed to be a waiver of any subsequent default. GSRO's waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by an authorized representative of the GSRO.

### **Section 19: Termination**

**Termination for Cause.** The obligation of GSRO to pay any funds made under the grant award is contingent upon satisfactory performance by the Project Sponsor of all of its obligations under the Agreement. GSRO may suspend or terminate its obligation to provide funding to the Project Sponsor in the event of any breach of the Project Sponsor's obligations under this Agreement or if the Project Sponsor fails to make progress necessary to complete the project with grant funds from GSRO within the time provided for in the milestones issued for the project. GSRO shall provide written notice to the Project Sponsor specifying the date of termination. The notice of termination shall be made by personal service or certified mail and shall be effective upon receipt by the Project Sponsor. Termination of the Agreement for cause shall not relieve the Project Sponsor of any liability to GSRO for a breach of the Agreement.

**Termination for Convenience.** The agreement may also be terminated in whole or in part by GSRO with the consent of the Project Sponsor in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion of the agreement to be terminated.

***Termination for Non-availability of Funds.*** The obligation of GSRO to make payments under the grant award is contingent on the availability of federal funds provided by the USFWS. In the event federal funding is withdrawn, reduced, or limited in any way after the effective date of the Agreement and prior to completion of the project, GSRO may terminate the Agreement without advance notice subject to renegotiation under any new funding limitations and conditions that may exist. GSRO shall immediately notify a Project Sponsor in writing of any termination for non-availability of funds. In the event of termination, GSRO shall be obligated to pay only those remaining unpaid expenditures incurred by a Project Sponsor for which the USFWS has provided grant funds.

#### **Section 20: Dispute Resolution**

As a condition precedent to a party bringing any suit for breach of the Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. If the parties agree to engage in mediating a dispute, they shall each pay fifty percent of any costs incurred for this service.

#### **Section 21: Copyrights.**

Pursuant to 43 C.F.R. § 12.74, the USFWS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under this grant award and any rights of copyright that a Project Sponsor purchases ownership of with this grant award.

#### **Section 22: Buy American Act**

A Project Sponsor agrees to comply with the "Buy American Act" (41 U.S.C. 10a-10c) in expending funds provided under this grant. To the extent practicable, all equipment and products purchased with funds provided by this grant should be American made.

#### **Section 23: Statement of Federal Funding**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing a project funded in whole or in part with federal money provided for in this grant, all Project Sponsors shall clearly state: (1) the percentage of the total costs of the project which will be financed with federal money; (2) the dollar amount of federal funds for the project; and (3) the percentage and dollar amount of the total costs of the project that will be financed by nongovernmental sources.

#### **Section 24: Prohibited Use of Funds**

No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the

***Termination for Non-availability of Funds.*** The obligation of GSRO to make payments under the grant award is contingent on the availability of federal funds provided by the USFWS. In the event federal funding is withdrawn, reduced, or limited in any way after the effective date of the Agreement and prior to completion of the project, GSRO may terminate the Agreement without advance notice subject to renegotiation under any new funding limitations and conditions that may exist. GSRO shall immediately notify a Project Sponsor in writing of any termination for non-availability of funds. In the event of termination, GSRO shall be obligated to pay only those remaining unpaid expenditures incurred by a Project Sponsor for which the USFWS has provided grant funds.

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#### **Section 24: Prohibited Use of Funds**

No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the

preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature, except in presentation to the Congress or any state legislature itself.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any Project Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

**Section 25: Contracting with Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms**

As required in 43 C.F.R. § 12.76(e), the Project Sponsor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: (1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; (4) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and (6) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

**Section 26: Non-Discrimination Laws**

During the performance of the Agreement, the Project Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, 28 C.F.R. Part 35; Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, *et seq.*; and the Age Discrimination Act of 1975, 42 U.S.C. § 6102. In the event of the Project Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Project Sponsor may be declared ineligible for further grant awards from GSRO.

**Section 27: Indemnification**

The Project Sponsor shall defend, protect and hold harmless the state of Washington, GSRO, any agency of the State, and all officials, agents and employees of the State from and against all claims, suits or actions arising out of or resulting from the performance of the Agreement which are libelous or slanderous, which result in injury and or death to persons or injury to property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark or trade name through the use or reproduction of material of any kind. The Project Sponsor's obligation to indemnify, defend, and hold harmless includes



any claim by the Project Sponsor's agents, employees, representatives, or any other person performing work on behalf of the Project Sponsor.

**Section 28: Order of Precedence**

The 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: (1) applicable federal and/or state statutes, regulations, policies and procedures including applicable OMB Circulars and executive orders; (2) the Project Grant Agreement, General Provisions, and/or Special Provisions; and (3) any other attachments or provisions incorporated by reference or otherwise stated in the Agreement.

**Section 29: 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 Project Sponsor, by execution of the Agreement, acknowledges the jurisdiction of the courts of the state of Washington. In pursuit of this provision, any federally recognized Indian Tribe hereby unequivocally and irrevocably waives its sovereign immunity with respect to the obligations arising under the Agreement. This waiver of sovereign immunity includes a waiver of immunity as to jurisdiction and immunity from execution of any judgment to compel or enforce any order issued by Thurston County Superior Court regarding the Agreement.

**Section 30: 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 and to this end the provisions of this Agreement are declared to be severable.

## Milestone Report by Project

**Project Number:** 99-1037 A  
**Project Name:** Paradise Valley  
**Sponsor:** Snohomish County  
**Project Manager:** Lloyd

Milestone	Target Date	% Completed	Date Reported
Order Appraisal(s)	06/01/99		
Appraisals/Reviews Complete	08/01/99		
Estimated Billing Schedule	09/01/99		
Purchase Agreement Signed	11/01/99		
Acquisition Complete	01/01/00		
Documents Recorded	01/01/00		
Final Billing to GSRO	02/01/00		
Sept 30th Annual Report	10/01/00		

## Eligible Reimbursement Activities Report

**Project Sponsor:** Snohomish County  
**Project Title:** Paradise Valley

**Project Number:** 99-1037 A

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**Land Acquisition Project:**

Items	Elements	Unit	Quantity	Description
Incidentals costs				
Land				

## Fed Funds for Salmon Habitat Application Project Summary

<b>TITLE:</b> Paradise Valley			<b>NUMBER:</b> 99-1037A
			<b>PROJECT TYPE:</b> Land Acquisition
			<b>STATUS:</b> Pending Funded
<b>APPLICANT:</b> Snohomish County			<b>CONTACT:</b> Dianne Housden (425) 388-6622
<b>COSTS:</b>			<b>SPONSOR MATCH:</b>
GSRO	\$645,480	33 %	Appropriation/Cash \$165,520
MATCH	\$1,325,520	67 %	Conservation Futures \$1,160,000
TOTAL	\$1,971,000	100 %	

### DESCRIPTION:

The Paradise Valley Conservation area acquisitions will conserve the headwaters of Bear Creek in Snohomish County. Bear Creek is one of the most productive wild salmonid stream basins in Western Washington. Bear Creek Basin is only 50 sq. miles in area but is host to tens of thousands of spawning salmon (chinook, coho, sockeye, kokanee, steelhead, and cutthroat) each fall. Over 70,000 wild adult salmonids returned to spawn in the fall of 1996. The Paradise Valley conservation area is about 1100 acres in size. It is comprised primarily of second growth forest, large wetlands, some salmonid spawning and prime rearing areas, and habitat for many other species of wildlife. The goal for the conservation area is to conserve the significant natural resources in the area through cooperative fee purchases, easements, and property tax incentives with the property owners. The regional significance of the area is recognized in the Bear Creek basin plan developed jointly by Snohomish County, King County, City of Redmond, and the community. In 1996, the Sammamish Watershed Forum, a regional body made up of elected officials from cities in the Sammamish Watershed and Snohomish and King Counties also identified and ranked the Paradise Valley Conservation area project as one of the top priorities in its 20 year vision for the Sammamish Watershed. This grant will purchase a portion of one conservation area.

### LOCATION INFORMATION:

**COUNTY:** Snohomish  
**WRIA:** (8) Cedar-Sammamish  
**REGION:** Puget Sound Central  
**WATERBODY:** Bear Creek, Sammamish River  
**LAT/LONG:** 47.47.5 N 122.4 .41W

### LAND CHARACTERISTICS:

ANTICIPATED ACREAGE TYPE	Existing Acres	Acres To Acq	Acres To Restore
Uplands		531.00	
Wetlands		250.00	

<b>LAST UPDATED:</b> August 18, 1999	<b>DATE PRINTED:</b> August 18, 1999
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## Acquisition Cost Summary

Snohomish County  
Paradise Valley

99-1037 A  
Fed Funds for Salmon Habitat

### Summary Property Information

<u>Property Name</u>	<u>Acres to be Acq</u>	<u>Cost Estimate</u>	<u>Acq Date</u>	<u>Value Determination</u>	<u>Purchase Type</u>
Paradise Valley	781.00	1,878,000.00	12/31/00	Appraised/reviewed value	Fee simple purchase
<b>Total</b>	<b>781.00</b>	<b>1,878,000.00</b>			

### Summary Cost Information for all Properties

#### Allowable land costs

Land

1,806,000.00

**Sub-Total**

1,806,000.00

#### Incidentals

Incidentals costs

72,000.00

**Sub-Total**

72,000.00

**Property Totals**

**1,878,000.00**

**Administrative costs**

93,000.00

**Total Acquisition Cost Estimate**

**1,971,000.00**

## Description and Funding Information

**Snohomish County**  
**Paradise Valley**

**99-1037 A**  
**Fed Funds for Salmon Habitat**

### Description of Project

The Paradise Valley Conservation area acquisitions will conserve the headwaters of Bear Creek in Snohomish County. Bear Creek is one of the most productive wild salmonid stream basins in Western Washington. Bear Creek Basin is only 50 sq. miles in area but is host to tens of thousands of spawning salmon (chinook, coho, sockeye, kokanee, steelhead, and cutthroat) each fall. Over 70,000 wild adult salmonids returned to spawn in the fall of 1996. The Paradise Valley conservation area is about 1100 acres in size. It is comprised primarily of second growth forest, large wetlands, some salmonid spawning and prime rearing areas, and habitat for many other species of wildlife. The goal for the conservation area is to conserve the significant natural resources in the area through cooperative fee purchases, easements, and property tax incentives with the property owners. The regional significance of the area is recognized in the Bear Creek basin plan developed jointly by Snohomish County, King County, City of Redmond, and the community. In 1996, the Sammamish Watershed Forum, a regional body made up of elected officials from cities in the Sammamish Watershed and Snohomish and King Counties also identified and ranked the Paradise Valley Conservation area project as one of the top priorities in its 20 year vision for the Sammamish Watershed. This grant will purchase a portion of one conservation area.

### Project Location

From Interstate 405 take exit 23, travel east on State Route 522 approximately 6 miles to Paradise Lake Road (signaled intersection). Traveling east approximately 1.5 miles east on Paradise Lake Road you enter the Paradise Valley Conservation Area and it extends to the Snohomish/King County boundary.

### GSRO Program Request

Fed Funds for Salmon Habitat	645,480.00
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### Applicant Participation Amount

Appropriation/Cash	165,520.00	
Conservation Futures	1,160,000.00	
<b>Total for Applicant</b>		<b>1,325,520.00</b>

### GSRO and Applicant Amount

**1,971,000.00**

### Project Cost Estimate

Acquisition Cost Estimate	1,971,000.00
Development Cost Estimate	0.00

### Project Total

**1,971,000.00**

## Applicant Information

**Snohomish County**  
**Paradise Valley**

**99-1037 A**  
**Fed Funds for Salmon Habitat**

### Organization Information

**Name:** Snohomish County  
**Type:** County  
**County:** Snohomish

**Organization Address:**

Snohomish County  
3000 Rockefeller  
  
Everett, WA 98201

**Billing Address:**

Snohomish Co. Parks & Rec.  
Dianne Housden  
3000 Rockefeller MS 303  
Everett, WA 98201

**Phone Numbers:**

General Info (425) 388-3464 Ext 4657

**Internet Address:**

### Applicant Contact Information

**Name:**

Ms. Dianne Housden  
Land Acquisition Specialist

**Contact Type:**

Project Manager

**Business Address:**

3000 Rockefeller MS 303  
Everett, WA 98201

**Second Address:**

**Phone Number:**

FAX - day (425) 252-1534  
Work - day (425) 388-6622

**Internet Address:**

planning@premier1.net

## Project Site Information

Snohomish County  
Paradise Valley

99-1037 A  
Fed Funds for Salmon Habitat

Site Name: Paradise Valley Conservation Area

Owner:

Manager:

### Waterbodies

Accessed	Type	Primary	Type
Bear Creek	Stream/Creek	Sammamish River	River

### General Site Description & Driving Instructions

From Interstate 405 take exit 23, travel east on State Route 522 approximately 6 miles to Paradise Lake Road (signaled intersection). Traveling east approximately 1.5 miles east on Paradise Lake Road you enter the Paradise Valley Conservation Area and it extends to the Snohomish King County boundary.

### Location Information

City(s):

County(s): Snohomish

Congressional District(s): 02

Legislative District(s): 39

### GIS Information

Point Category	Point Description	Latitude	Longitude
Primary Point	center of site	47 47 5 N	122 4 41 W

### WRIA Information

WRIA id	WRIA Name
8	Cedar-Sammamish



## Land Characteristics

Snohomish County  
Paradise Valley

99-1037 A  
Fed Funds for Salmon Habitat

Project Acreage Type	Exisiting Acres	Acres to be Acq	Acres to be Restored	Total Acres
Uplands		531.00		531.00
Wetlands		250.00		250.00
Total:		<hr/> 781.00		<hr/> 781.00

## Milestone Report by Project

**Project Number:** 99-1037 A  
**Project Name:** Paradise Valley  
**Sponsor:** Snohomish County  
**Project Manager:** Lloyd

Milestone	Target Date	% Completed	Date Reported
Order Appraisal(s)	06/01/99		
Appraisals/Reviews Complete	08/01/99		
Estimated Billing Schedule	09/01/99		
Purchase Agreement Signed	11/01/99		
Acquisition Complete	01/01/00		
Documents Recorded	01/01/00		
Final Billing to GSRO	02/01/00		
Sept 30th Annual Report	10/01/00		