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Salmon Project Agreement

Salmon Funding Accounts

Project Sponsor: Colville Confederated Tribes
Project Title: Okanogan River System Thermal Imaging

Project Number: 01-1390N
Approval Date: 4/12/2002

A. PARTIES OF THE AGREEMENT

This Project Grant Agreement (Agreement) is entered into between the Salmon Recovery Funding Board (SRFB), P.O. Box 40917, Olympia, Washington 98504-0917 and Colville Confederated Tribes, PO Box 1946, Omak, WA 98841 (Sponsor) and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Salmon Funding Accounts of the State of Washington's General Fund. The grant is administered by the SRFB to the Sponsor for the project named above.

C. DESCRIPTION OF PROJECT

The subject Project is described on the attached Project Summary.

D. TERM OF AGREEMENT

The Project Sponsor's on-going obligation for the project shall be the same as the Period of Performance period identified in Section E.

E. PERIOD OF PERFORMANCE

The Project reimbursement period shall begin on August 1, 2002 and end on April 30, 2003. No expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this Agreement.

F. PROJECT FUNDING

The total grant award provided by the SRFB for this project shall not exceed \$84,750.00. The SRFB shall not pay any amount beyond that approved for funding of the project. The Sponsor shall be responsible for all total project costs that exceed this amount. The contribution by the Sponsor toward work on this project at a minimum shall be as indicated below:

	Percentage	Dollar Amount
SRFB - Salmon Federal Projects	77.35%	\$84,750.00
Project Sponsor	22.65%	\$24,818.00
Total Project Cost	100.00%	\$109,568.00

G. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments, including the Sponsor's Application, Project Summary, Eligible Reimbursement Activities Report, Project Milestones, and the General Provisions, all of which are attached hereto and incorporated herein.

Except as provided herein, no alteration of any of the terms or conditions of this Agreement will be effective unless provided in writing. All such alterations, except those concerning the period of performance, must be signed by both parties. Period of performance extensions need only be signed by IAC's Director.

The Sponsor has read, fully understands and agrees to be bound by all terms and conditions as set forth in these documents.

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FOR OUTDOOR RECREATION**

H. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND IAC POLICIES

This Agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including Chapter 77.85 RCW, Chapter 286 WAC and published agency policies, which are incorporated herein by this reference as if fully set forth.

I. ADDITIONAL PROVISIONS OR MODIFICATIONS OF THE GENERAL PROVISIONS

The project is conditioned to 1) have results and data provided by the FLIR examined for development of restoration and protection projects before inputting in the QUAL2K model: and evaluate utility and scale of results expected from QUAL2K in relation to identifying restoration and protection projects prior to using model and 2) coordinate with the proposed Wenatchee FLIR study.

J. FEDERAL FUND INFORMATION

A portion or all of the funds for this project are provided through a federal funding source. Funds provided from the US Dept of Commerce must be reported under CFDA #11.438 - Salmon Restoration and Award Number NA16FP2596 for federal fiscal year 2002.

As a sub-recipient of the federal funds, you are required to provide the SRFB/IAC with a summary of the federal expenditures by CFDA # for each year. If your total federal expenditures are \$300,000 or more in a one-year period, you are required to have a federal single audit in compliance with OMB Circular A-133.

K. PROJECT GRANT AGREEMENT REPRESENTATIVE

All written communications sent to the Sponsor under this Agreement will be addressed and delivered to:

Project Contact

Name: Joe Peone
Title:
Address: PO Box 150
Nespelem, WA 99155

SRFB/IAC

Interagency Committee for Outdoor Recreation
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917
www.wa.gov/iac/salmonmain.html

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

L. 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.

M. EFFECTIVE DATE

This agreement, for project #01-1390N, shall be effective upon signing by all parties.

STATE OF WASHINGTON

INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION

ON BEHALF OF SALMON RECOVERY FUNDING BOARD

BY:

Laura E. Johnson

Laura Eckert Johnson, Director

DATE:

7/10/02

PROJECT SPONSOR

BY:

Joseph A. Skovron

TITLE:

DATE:

2-4-03

Pre-approved as to form:

BY:

/S/

Assistant Attorney General

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FOR OUTDOOR RECREATION**