

Project Agreement Fed Funds for Salmon Habitat

Project Sponsor: Klickitat County
Project Title: Rootwad Distribution & Storage

Project Number: 99-1091D

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 Klickitat County, PO Box 322, Klickitat, WA 98628 (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 January 1, 1999 and end on September 30, 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 \$15,000.00. 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	83.33%	\$15,000.00
Project Sponsor	16.67%	\$3,000.00
Total Project Cost	100.00%	\$18,000.00

Provided by CKED 12

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:

Lori Zoller
WRIA Coordinator
Klickitat County
PO Box 322
Klickitat, WA 98628

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: 9/7/99

PROJECT SPONSOR

BY: Ray Thayer
Klickitat County

DATE: 8-30-99

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



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ATTACHMENT B - SPECIAL PROVISIONS

A project sponsor must maintain a project funded under the Agreement to serve the purpose for which it was intended, including maintaining all of the habitat elements at the project site, for a period of five years commencing as of the date of receipt of the final billing for the project.

Project Sponsor shall perform monitoring functions as identified in sponsor's application for FY 99 funding. The Governor's Salmon Recovery Office (GSRO) retains the right to perform inspections for up to ten years commencing at the final billing date.