

# Salmon Project Agreement

## Salmon Funding Accounts

Robbie  
071707

Project Sponsor: Chelan Co Natural Resource

Project Number: 06-2249R

Project Title: Alder Creek Culvert #1

Approval Date: 12/6/2006

### 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 Chelan Co Natural Resource, 316 Washington Street Suite 401, Wenatchee, WA 98801 (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 ongoing obligation for the above project under this Agreement is to provide maintenance of the site or facility to serve the purpose for which it was intended for a minimum of five (5) years, or more as specified in the Landowner Agreement, after the final payment unless the site or facility is rendered unusable for the purpose it was intended by an act of nature.

### E. PERIOD OF PERFORMANCE

The Project reimbursement period shall begin on December 20, 2006 and end on December 30, 2007. 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 \$315,500.00. 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	84.93%	\$315,500.00
Project Sponsor	15.07%	\$56,000.00
Total Project Cost	100.00%	\$371,500.00

### 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.

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

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#11438 - Salmon Restoration and Award Number NA06NMF4380091 for federal fiscal year 2006.

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 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: Alan Schmidt  
Title: Habitat Program Manager  
Address: Natural Resource Department  
316 Washington St. Suite 401  
Wenatchee, WA 98801

SRFB/IAC

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

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 #06-2249R, 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 E. Johnson, Director

DATE: 5/11/2007

PROJECT SPONSOR

BY: Kell W. Goehner

TITLE: Commission Chair

DATE: 6/25/07

Pre-approved as to form:

BY: IS/

Assistant Attorney General

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## **Exhibit J – Federal Fund Information Certification**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

#### **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to the department, institution, or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 41 CFR 105, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 41 CFR 105, debarred, suspended, declared ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from the federal procurement and non-procurement programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

## Exhibit J – Federal Fund Information Certification

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 41 CFR 105, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Michael Kaputa, Director

Name and Title of Authorized Representative

Michael Kaputa

Signature

7/12/07

Date

**11-438 Salmon Restoration**

Name of Sub-grant Project

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**JUL 16 2007**

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