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## Salmon Project Agreement Salmon Funding Accounts

Project Sponsor: Whidbey Camano Land Trust  
Project Title: Skagit Bay Nearshore Protection

Project Number: 07-1592A  
Approval Date: 12/13/2007

**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 Whidbey Camano Land Trust, 765 Wonn Rd Barn C201, Greenbank, WA 98253 (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 above project funded under this Agreement is to provide maintenance of the site or facility to serve the purpose for which it was intended in perpetuity unless otherwise identified in this Agreement.

**E. PERIOD OF PERFORMANCE**

The Project reimbursement period shall begin on December 13, 2007 and end on June 15, 2012. 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 \$510,000.00. 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 State Projects	46.69%	\$280,128.00
SRFB - Puget Sound Acq. & Restoration	38.31%	\$229,872.00
Project Sponsor	15.00%	\$90,000.00
Total Project Cost	100.00%	\$600,000.00

**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 RCO'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 RCO 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.

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RESTORATION AND CONSERVATION OFFICE

I. ADDITIONAL PROVISIONS OR MODIFICATIONS OF THE GENERAL PROVISIONS

1. On July 1, 2007, the name of the Interagency Committee for Outdoor Recreation changed to the Recreation and Conservation Funding Board and the office name changed to the Recreation and Conservation Office. The General Provisions of the Project Agreement do not reflect this change. To allow immediate implementation of this project, the existing provisions are hereby incorporated into the agreement. All references to the Board refer to the Recreation and Conservation Funding Board. References to the Office refer the Recreation and Conservation Office.
2. Before reimbursement of any development related expenses, the sponsor must comply with Governor's Executive Order 05-05 regarding Archeological and Cultural Resources for the scope of work approved in this Project Agreement. The Recreation and Conservation Office will issue a notice to proceed when appropriate documentation has been received.

In the event that archaeological or historic materials are discovered during project activities, work in the immediate vicinity must stop; the area must be secured, and the Sponsor must notify the concerned tribe's cultural staff and cultural committee, the Recreation and Conservation Office, and Department of Archaeology and Historic Preservation.

J. FEDERAL FUND INFORMATION

(none)

K. PROJECT GRANT AGREEMENT REPRESENTATIVE

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

Project Contact

Name: Patricia Powell  
Title: Executive Director  
Address: 765 Wonn Rd Barn C201  
Greenbank, WA 98253

SRFB

Recreation and Conservation Office  
Natural Resources Building  
PO Box 40917  
Olympia, Washington 98504-0917  
[www.rco.wa.gov/srfb/](http://www.rco.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 #07-1592A, shall be effective upon signing by all parties.

STATE OF WASHINGTON  
RECREATION AND CONSERVATION OFFICE

BY: Kaleen Cottingham

Kaleen Cottingham, Director

DATE: 3-25-08

PROJECT SPONSOR

BY: Patricia Powell

TITLE: Executive Director

DATE: 3/12/08

Pre-approved as to form:

BY: /S/

Assistant Attorney General

March 21, 2008

To: Rachael Langen  
Kaleen Cottingham

From: Mike Ramsey *MR*

Subject: Skagit Bay Nearshore Protection, RCO #07-1592A

I sent two signed original grant Agreements to the project sponsor for the above project earlier this month. Upon their review the sponsor realized they needed state funds rather than federal funds to match a federal grant they received, and made a request to us to transfer funds. We approved their request and switched the funds from federal projects to state projects in Section F of the Agreement. After the switch the sponsor printed a new Agreement out of PRISM, signed it, and sent it back for your review and signature. I have reviewed the new contract Agreement, and in all other respects the Agreement remains unchanged. I recommend signing the Agreement and we will mail one original back to the project sponsor.

Let me know if you have any questions or concerns.

Thanks!

*Kaleen*  
This is over \$500k so  
needs your signature. We  
need to be careful/strategic  
with these federal-state  
swaps, but this one is okay.  
*Rachael*  
*3/24/08*

*Approved*  
*KC 3-25-08*



**WHIDBEY  
CAMANO**  
LAND TRUST

March 13, 2008

Mike Ramsey  
Recreation and Conservation Office  
PO Box 40917  
Olympia, WA 98504-0917

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**MAR 17 2008**

RECREATION AND CONSERVATION OFFICE

Re: Skagit Bay Nearshore Protection, RCO #07-1592A  
South Camano Nearshore Protection Planning, RCO #07-1590N  
Shorecrest Lagoon Protection, RCO 307-1591A

Dear Mike:

You will find enclosed our signed *Salmon Project Agreements* for the above reference projects.

Please have the Agreement for the Skagit Bay Nearshore Protection project signed and return one original to me at the address listed below.

Thank you again for your assistance. We look forward to completing these projects and appreciate the tremendous support we have received from RCO.

Thank you,

Christin Hilton  
Land Protection Specialist

Enclosures