

Natural Resources Building
1111 Washington St SE
Olympia WA 98501

PO Box 40917
Olympia WA 98504-0917



STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

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CORR LOG
39636

July 31, 2007

Peter Namtvedt Best
City of Bainbridge Island
Planning and Community Development
280 Madison Ave N
Bainbridge Island, WA 98110

RE: Strawberry Plant Restoration Design, IAC #06-2300N

Dear Mr. Best:

Congratulations on your successful application for the Strawberry Plant Restoration Design project. Your project is administered by the Salmon Recovery Funding Board (SRFB). Enclosed are two original sets of project agreement materials. Each set contains the Project Agreement, Milestone Report, Eligible Reimbursement Activities Report, and an Invoice Voucher. Also enclosed are policy manuals for reference as you implement your project and seek reimbursement. After reviewing your Project Agreement materials, please have the appropriate person sign each Project Agreement and return one signed original. Once the Project Agreement is signed and returned, the Strawberry Plant Restoration Design project can commence.

Prompt implementation and completion of your project is extremely important and will ensure the continuing success and credibility of the Salmon Program by demonstrating effective results to citizens and policy makers.

We encourage you to offer appropriate media opportunities to help build public awareness of the project's purposes and benefits. Acknowledging the assistance provided by this grant program helps increase the public's understanding of the value the funding provides to communities. Please notify your SRFB project manager of any event celebrating your project's beginning or completion.

As always, staff is available to answer questions that may arise during project implementation. If you need assistance, please contact Tara Galuska at (360) 902-2953 or TaraG@rco.wa.gov.

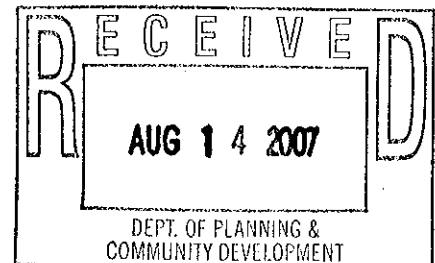
Thank you again for helping make this valuable investment in Washington State's recreation, conservation, and natural resources.

Sincerely,

A handwritten signature in black ink that reads "Laura E. Johnson".

Laura E. Johnson
Director

Enclosures



Salmon Project Agreement

Salmon Funding Accounts

Project Sponsor: City of Bainbridge Island
Project Title: Strawberry Plant Restoration Design

Project Number: 06-2300N
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 City of Bainbridge Island, 280 Madison Ave N, Bainbridge Island, WA 98110-1812 (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 July 2, 2007 and end on March 15, 2008. 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 \$77,350.00. 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:

	<u>Percentage</u>	<u>Dollar Amount</u>
SRFB - Salmon Federal Projects	37.92%	\$77,350.00
Project Sponsor	62.08%	\$126,650.00
Total Project Cost	100.00%	\$204,000.00

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.

I. ADDITIONAL PROVISIONS OR MODIFICATIONS OF THE GENERAL PROVISIONS

(NONE)

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 NA06NMF4380091 for federal fiscal year 2006.

As a sub-recipient of the federal funds, you are required to provide the SRFB with a summary of the federal expenditures by CFDA # for each year. If your total federal expenditures are \$500,000.00 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: Peter Namtvedt Best
Title: Planner
Address: Planning and Community Development
280 Madison Ave N
Bainbridge Island, WA 98110

SRFB

Recreation and Conservation Office
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917
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 #06-2300N, shall be effective upon signing by all parties.

STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE

BY: Laura E. Johnson
Laura E. Johnson, Director

DATE: 8/9/2007

PROJECT SPONSOR

BY: Pauline Kondorawey
TITLE: Mayor

DATE: Oct 12, 2007

Pre-approved as to form:

BY: /S/
Assistant Attorney General

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.

Darlene Kondonov, Mayor

Name and Title of Authorized Representative

Darlene Kondonov

Signature

Oct 12, 2007

Date

11-438 Salmon Restoration

Name of Sub-grant Project



**Salmon Program
Federal Recovery Projects
Post-Evaluation Project Summary**

TITLE: Strawberry Plant Restoration Design		NUMBER: 06-2300N (Non-Capital)
		STATUS: Board Funded
SPONSOR: City of Bainbridge Island		EVALUATION SCORE:
		BOARD RANKING:
COSTS:		SPONSOR MATCH:
Salmon Federal Projects	\$77,350 38%	Appropriation \ Cash
Local	\$126,650 62%	
Total	\$204,000 100%	

DESCRIPTION:

The Strawberry Plant property is located in the back reaches of Eagle Harbor and was once the center of a thriving strawberry industry on Bainbridge Island. The pier and the commercial-use building on the pier burned down in 1990's. The property is currently unused. It was recently acquired through a land exchange and will eventually be used as a park and nearshore habitat. Eagle Harbor has suffered significant habitat impacts, including the historic filling of two significant marsh/lagoon habitats in the outer harbor that can never be restored due to Superfund reclamation. The Strawberry Plant property is one of the most significant opportunities to restore lost habitat in Eagle Harbor and will benefit salmon, shellfish, birds, and other wildlife. The site is located near a recently restored salmon stream and an aquatic conservancy area. The restoration of the Strawberry Plant property is expected to be a multi-phase project with funding from multiple sources. The Lead Entity requested that this project be proposed for design only, therefore this grant application will only fund design work (to ~ 80% level), which is estimated at 24% of the total habitat project cost.

The habitat project design funded by this grant will eventually restore stream mouth, intertidal, fringe marsh, and riparian habitat. The project includes removing: 100 piles (mostly creosote treated wood); a float that grounds at low tide; 250 feet of shoreline armoring; 23,000 sf of concrete, amend soil, grade, and replant riparian zone.

LOCATION INFORMATION:

Eagle Harbor, Bainbridge Island, Puget Sound Nearshore

ST SALMON REGION: Puget Sound Southwest

LEAD ENTITY ORG: Kitsap County LE

COUNTY: Kitsap

WRIA: Kitsap (15)

GOAL & OBJECTIVE:

The goal of the project is to increase/improve information to help select projects that have a high certainty and benefit.

The objective of the project is to determine project siting, feasibility, design, or implementation.

SALMON INFORMATION: (* indicates primary)

Species Targeted

Chinook (Listed, Threatened (03/99))*
Chum (Not Warranted (03/98))
Coho (Species of Concern (04/04))

Pink
Searun Cutthroat
Steelhead (Not Warranted (08/96))

Habitat Factors Addressed

Estuarine and Nearshore Habitat*
Riparian Conditions

Streambed Sediment Conditions

FISCAL YEAR: 2007

DATE PRINTED: July 31, 2007



Milestone Report By Project

Project Number: 06-2300 N
Project Name: Strawberry Plant Restoration Design
Sponsor: Bainbridge Island City of
Project Manager: Tara Galuska

X	I	Milestone	Target Date	Comments/Description
		Project Start	07/02/2007	
		Annual Project Billing	07/15/2007	Annual billing due by July 15th of each year
		RFP Complete	07/20/2007	Design consultant
	I	Bid Awarded/Consultant Hired	08/22/2007	
		Data Gathering Started	09/15/2007	site investigation
	I	Draft Rpt Reviewed by Mgmt Agy	12/17/2007	preliminary design
	I	Final Report Completed	02/15/2008	final design
		Proposed Completion Date	03/15/2008	
	I	Project Complete	03/15/2008	
		Final Docs/Billing to Mgmt Agy	06/15/2008	

X = Milestone Complete

I = Critical Milestone

General Provisions
NON-PUBLIC AGENCY GRANTS
Research, Planning, Assessments & Studies

Table of Contents

Page

A. Heading and Definitions	
Section 1. Headings and Definitions	1
B. Performance and Requirements (General Responsibilities)	
Section 2. Performance by Sponsor	2
Section 3. Assignment	2
Section 4. Indemnification	2
Section 5. Independent Capacity of the Sponsor	2
Section 6. Industrial Insurance Coverage	2
Section 7. Conflict of Interest	2
Section 8. Publicity	3
Section 9. SubContracting.....	3
Section 10. Taxes	3
C. Compliance with Laws, Records, and Inspections	
Section 11. Licensing, Accreditation and Registration	3
Section 12. Registration with Department of Revenue	3
Section 13. Utilization of Minority and Women-Owned Business Enterprises	3
Section 14. Americans With Disabilities Act (ADA) of 1990, Public Law 101-336	3
Section 15. Certification Regarding Debarment, Suspension, & Ineligibility	3
Section 16. Nondiscrimination.....	3
Section 17. Records Maintenance	4
Section 18. Access to Data	4
Section 19. Confidentiality / Safeguarding of Information	4
Section 20. Copyright Provisions	5
Section 21. Site Security	5
Section 22. Treatment of Assets	5
Section 23. Right of Inspection	5
Section 24. Insurance	5
Section 25. Debarment Certification	6
D. Funding, Reimbursements	
Section 26. Billing Procedures	6
Section 27. Non-Availability of Funds.....	6
Section 28. Advance Payments	6
Section 29. Recapture of Funds.....	7
Section 30. Covenant Against Contingent Fees.....	7
E. Remedies and Disputes	
Section 31. Order of Precedence.....	7
Section 32. Amendments	7
Section 33. Limitation of Authority.....	7
Section 34. Waiver	7
Section 35. Noncompliance with Nondiscrimination Laws	8
Section 36. Termination for Cause.....	8
Section 37. Termination for Convenience	8
Section 38. Termination Procedures.....	8
Section 39. Attorneys' Fees	9
Section 40. Governing Law	9
Section 41. Disputes	9
Section 42. Severability.....	9

SECTION 1. HEADINGS AND DEFINITIONS

- A. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- B. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement - The accord accepted by all parties to the present transaction; the Agreement, supplemental agreement, and intergovernmental agreement between the Funding Board and a Sponsor.

Applicant - Any agency or organization that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the Funding Board.

Application - The forms and support documents approved by the Funding Board or the Director for use by applicants in soliciting project funds administered by the Office.

Contractor - shall mean one not in the employment of the Sponsor who is performing all or part of the eligible activities for this projects under a separate Agreement with the Sponsor. The term "Contractor" and "Contractors" means Contractor(s) in any tier.

Director - The Office Director or the Director's designee.

Funding Board - As identified in Paragraph A in the Agreement as either the (1) Interagency Committee for Outdoor Recreation (IAC) - The committee created under Chapter 79A.25.110 RCW includes eight members. Three are agency heads: the Commissioner of Public Lands, the Director of Parks and Recreation, and the Director of Fish and Wildlife (or their designees). Five, by appointment of the Governor with the advice and consent of the Senate, are members of the public at large who have demonstrated interest in and a general knowledge of outdoor recreation in the state; (2) Salmon Recovery Funding Board (SRFB) - The Board created under Chapter 77.85.110 RCW, is comprised of five governor-appointed voting members (one a cabinet-level appointment) and five non-voting state officials: the Commissioner of Public Lands, the Secretary of Transportation, the Director of the Conservation Commission, the Director of Fish and Wildlife, and the Director of Ecology (or their designees); or (3) Hatchery Scientific Review Group (HSRG) - The independent Board established by Congress to ensure hatchery reform programs in Puget Sound and Coastal Washington are scientifically founded and evaluated.

Milestone - Important date(s) tracked in the Agreement for monitoring the Project status.

Office - Office of the Interagency Committee - The Office provides support to the IAC, SRFB, and HSRG. The Office includes the Director and personnel, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW.

Period of Performance - The time period specified in the Agreement, under Section E, Period of Performance.

Post Evaluation Summary - One of the documents used to summarize and describe the actions undertaken in the Agreement.

Project - The undertaking that is the subject of this Agreement and that is, or may be, funded in whole or in part with funds administered by the Office on behalf of the Funding Board.

Public Agency - For the purposes of this chapter, the term "public agency" shall mean any agency, political subdivision, or unit of local government of this state including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state. The term "state" shall mean a state of the United States.

Sponsor - The applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees and agents.

SECTION 2. PERFORMANCE BY SPONSOR

The Sponsor shall undertake the Project as described in this Agreement, Post Evaluation Summary, the Sponsor's application, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the Funding Board. All submitted documents are incorporated by this reference as if fully set forth herein. The Order of Precedence is covered in Section 31.

Timely completion of the Project is important. Failure to do so, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the Funding Board.

SECTION 4. INDEMNIFICATION

To the fullest extent permitted by law, Sponsor shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Agreement. Sponsor's obligation to indemnify, defend, and hold harmless includes any claim by Sponsors' agents, employees, representatives, or any Contractor or its employees.

Sponsor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Sponsor's or any Contractor's performance or failure to perform the Agreement. Sponsor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Sponsor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

SECTION 5. INDEPENDENT CAPACITY OF THE SPONSOR

The parties intend that an independent Sponsor relationship will be created by this Agreement. The Sponsor and his or her employees or agents performing under this Agreement are not employees or agents of the Funding Board or the Office. The Sponsor will not hold itself out as or claim to be an officer or employee of the Office or of the State of Washington by reason hereof, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Sponsor.

SECTION 6. INDUSTRIAL INSURANCE COVERAGE

The Sponsor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Sponsor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Office may collect from the Sponsor the full amount payable to the Industrial Insurance accident fund. The Office may deduct the amount owed by the Sponsor to the accident fund from the amount payable to the Sponsor by the Office under this Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Sponsor.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Office may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by the Office that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Sponsor in the procurement of, or performance under this Agreement. In the event this Agreement is terminated as provided above, the Office shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of the Office provided for in this clause shall not be exclusive and are

in addition to any other rights and remedies provided by law. The existence of facts upon which the Office makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement.

SECTION 8. PUBLICITY

The Sponsor agrees to submit to the Office all advertising and publicity matters relating to this Agreement wherein the Funding Board's name is mentioned or language used from which the connection of the Funding Board's name may, in the Funding Board's judgment, be inferred or implied. The Sponsor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Office.

SECTION 9. SUBCONTRACTING

Neither the Sponsor nor any Contractor shall enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the Office.

SECTION 10. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Sponsor or its staff shall be the sole responsibility of the Sponsor.

SECTION 11. LICENSING, ACCREDITATION AND REGISTRATION

The Sponsor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Agreement.

SECTION 12. REGISTRATION WITH DEPARTMENT OF REVENUE

The Sponsor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Agreement.

SECTION 13. UTILIZATION OF MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with legislative findings and policies set forth in Chapter 39.19 RCW the Agency encourages participation by Minority and Women's Business Enterprise firms certified by OMWBE. Voluntary goals for participation are set forth in the special terms and conditions of this Agreement. If any part of the Agreement, including the supply of materials or equipment, is actually subcontracted during the Agreement, then prior to final acceptance the Sponsor shall submit a statement of participation indicating what MWBE's were used and the dollar amount of their subcontracts.

SECTION 14. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The Sponsor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

SECTION 15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, & INELIGIBILITY

If federal funds are the basis for this Agreement, the Sponsor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

SECTION 16. NONDISCRIMINATION

During the performance of this Agreement, the Sponsor shall comply with all federal and state nondiscrimination laws, regulations and policies.

SECTION 17. RECORDS MAINTENANCE

The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by the Office, personnel duly authorized by the Office, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

SECTION 18. ACCESS TO DATA

In compliance with Chapter 39.29 RCW, the Sponsor shall provide access to data generated under this Agreement to the Office, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.

SECTION 19. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The Sponsor shall not use or disclose any information concerning the Office, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the Office, or as may be required by law.

SECTION 20. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Office. The Office shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Sponsor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Office effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, Sponsor hereby grants to the Office a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Sponsor warrants and represents that Sponsor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Office.

The Sponsor shall exert all reasonable effort to advise the Office, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The Office shall receive prompt written notice of each notice or claim of infringement received by the Sponsor with respect to any data delivered under this Agreement. The Office shall have the right to modify or remove any restrictive markings placed upon the data by the Sponsor.

SECTION 21. SITE SECURITY

While on Office premises, Sponsor, its agents, employees, or Contractors shall conform in all respects with physical, fire or other security policies or regulations.

SECTION 22. TREATMENT OF ASSETS

- A. Title to all property furnished by the Office shall remain in the Office. Title to all property furnished by the Sponsor, for the cost of which the Sponsor is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the Office upon delivery of such property by the Sponsor. Title to other property, the cost of which is reimbursable to the Sponsor under this Agreement, shall pass to and vest in the Office upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the Office in whole or in part, whichever first occurs.
- B. Any property of the Office furnished to the Sponsor shall, unless otherwise provided herein or approved by the Office, be used only for the performance of this Agreement.
- C. The Sponsor shall be responsible for any loss or damage to property of the Office which results from the negligence of the Sponsor or which results from the failure on the part of the Sponsor to maintain and administer that property in accordance with sound management practices.
- D. If any Office property is lost, destroyed or damaged, the Sponsor shall immediately notify the Office and shall take all reasonable steps to protect the property from further damage.
- E. The Sponsor shall surrender to the Office all property of the Office prior to settlement upon completion, termination or cancellation of this Agreement.
- F. All reference to the Sponsor under this clause shall also include Sponsor's employees, agents or Subcontractors.

SECTION 23. RIGHT OF INSPECTION

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

SECTION 24. INSURANCE

The Sponsor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Sponsor or subcontractor, or agents of either, while performing under the terms of this contract.

The Sponsor shall provide insurance coverage which shall be maintained in full force and effect during the term of this Agreement, as follows:

- A. Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Sponsor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- B. **Automobile Liability.** In the event that services delivered pursuant to this Agreement involve the use of vehicles, either owned or unowned by the Sponsor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

- C. The insurance required shall be issued by an insurance company/ies authorized to do business within the State of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. Sponsor shall instruct the insurers to give Office 30 days advance notice of any insurance cancellation.

Sponsor shall submit to Office within 15 days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in the *Insurance* section. Sponsor shall submit renewal certificates as appropriate during the term of the Agreement.

SECTION 25. DEBARMENT CERTIFICATION

The Sponsor certifies it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. If requested by the Office, the Sponsor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Sponsor for this Agreement shall be incorporated into this Agreement by reference.

SECTION 26. BILLING PROCEDURES

The Office will pay the Sponsor upon receipt of properly completed invoices, which shall be submitted to the Project Manager not more often than monthly. The invoices shall describe and document to the Office's satisfaction a description of the work performed, the progress of the project, and fees. To receive reimbursement, Sponsor must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Payment shall be considered timely if made by the Office within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Sponsor.

The Office may, in its sole discretion, terminate the Agreement or withhold payments claimed by the Office for services rendered if the Sponsor fails to satisfactorily comply with any term or condition of this Agreement.

SECTION 27. NON-AVAILABILITY OF FUNDS

If amounts sufficient to fund the grant made under this Agreement are not appropriated by the Washington State Legislature, or if such funds are not allocated by the Washington State Office of Financial Management (OFM) to the Office for expenditure for this Agreement in any biennial fiscal period, the Office shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or OFM occurs. If the Office participation is suspended under this section for a continuous period of one year, the Office's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

SECTION 28. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services to be provided under this Agreement are limited to salmon restoration grants and must comply with SRFB policy.

SECTION 29. RECAPTURE OF FUNDS

In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws and/or the provisions of this Agreement, the Office reserves the right to recapture state or federal funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such right of recapture shall exist for a period not to exceed six years following Agreement termination. Repayment by the Sponsor of funds under this recapture provision shall occur within 30 days of demand. In the event that the Office is required to institute legal proceedings to enforce the recapture provision, the Office shall be entitled to its costs thereof, including reasonable attorneys' fees.

SECTION 30. COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. The Office shall have the right, in the event of breach of this clause by the Sponsor, to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 31. ORDER OF PRECEDENCE

This 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:

- A. Applicable federal and/or state statutes, regulations policies and procedures including applicable federal Office of Management and Budget (OMB) circulars and federal and state executive orders;
- B. Additional Provisions or Modifications of the General Provisions;
- C. General Provisions; and
- D. Any other attachments or provisions incorporated by reference or otherwise stated in this Agreement.

SECTION 32. AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

SECTION 33. LIMITATION OF AUTHORITY

Only the Office or Office's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the Office.

SECTION 34. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by authorized representative of the Office.

SECTION 35. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the Sponsor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Sponsor may be declared ineligible for further Agreements with the Office. The Sponsor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

SECTION 36. TERMINATION FOR CAUSE

In the event the Office determines the Sponsor has failed to comply with the conditions of this Agreement in a timely manner, the Office has the right to suspend or terminate this Agreement. Before suspending or terminating the Agreement, the Office shall notify the Sponsor in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Agreement may be terminated or suspended. In the event of termination or suspension, the Sponsor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of the competitive bidding, mailing, advertising and staff time. The Office reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Sponsor or a decision by the Office to terminate the Agreement. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Sponsor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Office provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

SECTION 37. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, the Office may, by 10 days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, the Office shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

SECTION 38. TERMINATION PROCEDURES

Upon termination of this Agreement, the Office, in addition to any other rights provided in this Agreement, may require the Sponsor to deliver to the Office any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Office shall pay to the Sponsor the agreed upon price, if separately stated, for completed work and services accepted by the Office, and the amount agreed upon by the Sponsor and the Office for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the Office, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Office shall determine the extent of the liability of the Office. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Agreement. The Office may withhold from any amounts due the Sponsor such sum as the Office determines to be necessary to protect the Office against potential loss or liability.

The rights and remedies of the Office provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Office, the Sponsor shall:

- A. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;

- C. Assign to the Office, in the manner, at the times, and to the extent directed by the Office, all of the rights, title, and interest of the Sponsor under the orders and subcontracts so terminated, in which case the Office has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Office to the extent Office may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the Office and deliver in the manner, at the times, and to the extent directed by the Office any property which, if the Agreement had been completed, would have been required to be furnished to the Office;
- F. Complete performance of such part of the work as shall not have been terminated by the Office; and
- G. Take such action as may be necessary, or as the Office may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Sponsor and in which the Office has or may acquire an interest.

SECTION 39. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorneys fees and costs.

SECTION 40. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

SECTION 41. DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with Office.

- A. The request for a dispute hearing must:
 - be in writing;
 - state the disputed issue(s);
 - state the relative positions of the parties;
 - state the Sponsor's name, address, and Agreement number; and
 - be mailed to the Office and the other party's (respondent's) Agreement Manager within three (3) working days after the parties agree that they cannot resolve the dispute.
- B. The respondent shall send a written answer to the requester's statement to both the agent and the requester within five (5) working days.
- C. The Office shall review the written statements and reply in writing to both parties within ten (10) working days. The Office may extend this period if necessary by notifying the parties.
- D. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

SECTION 42. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.



Eligible Reimbursement Activities Report

Project Sponsor: City of Bainbridge Island
Project Title: Strawberry Plant Restoration Design

Project Number: 06-2300 N
Approval: 12/6/2006

Non Capital Items:

Worksite	Element	Item	Unit	Quantity	Description
#1, Strawberry Plant	Consultant(s)	Professional Services	Lump sum	1.00	
#1, Strawberry Plant	Sales Tax	Sales Tax	Lump Sum	1.00	

Agency Name

Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917

Sponsor

City of Bainbridge Island
280 Madison Ave N
Bainbridge Island, WA 98110

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status.

BY _____

(TITLE)

(DATE)

To Be Completed By Sponsor

Project Number	06-2300 N	Invoice #	1	From:	Billing Period	To:	This is a Final Billing?
Project Name	Strawberry Plant Restoration Design						Yes [] No []
CATEGORIES:	Project Agreement	Previous Expenditures To Date			Costs For This Billing		
		Expenditures	Non-Reimbursable Match	Total	Expenditures	Non-Reimbursable Match	Total
				\$0.00			
Non-Capital Costs				\$0.00			
Equipment				\$0.00			
Non-Capital Total	\$204,000.00			\$0.00			
	\$204,000.00			\$0.00			

FUNDING & EXPENDITURE FORMULA
For RCO Use ONLY

Agreement Information			Previous RCO Reimbursements		
Sponsor:	62.08%	\$126,650.00	Total Billed		
R Federal:			Share Billed		
RCO: SALMON FED PROJ	37.92%	\$77,350.00	Share Approved		
			Advance Balance		
			Match Owed Balance		
			Share Retained		
			Share Paid		
Agreement Total:	100.00%	\$204,000.00	Match Bank		
Doc Date:	Current Doc. No.	Ref Doc#	Vendor Number	Vendor Message	
			SWV0019249-00	06-2300 N	
Tran Code	Fund	Appn Index	Prog Index	Sub Ob/SubSub Ob	Project#
210	001	H76	98104	NZ	1

Certification For Payment

Project Manager/Date	Release Final Pmt []	Division Supervisor/Date	Accounting/Date
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Press Release Template

City of Bainbridge Island offered grant to develop a plan or assessment for salmon recovery.

(Bainbridge Island) - City of Bainbridge Island was awarded a grant of \$77,350.00 from the Salmon Program. The grant was awarded by the Salmon Recovery Funding Board (SRFB), and will be used for the following:

Bainbridge Island will use this grant to design restoration work for the Strawberry Plant property and begin that work. The property, once the center of a thriving strawberry industry and now unused, eventually will become a park. Eagle Harbor has suffered significant habitat impacts, including the filling of two marsh/lagoon habitats in the outer harbor. The Strawberry Plant property is one of the most significant opportunities to restore lost habitat in Eagle Harbor and will benefit salmon and other wildlife. Work will include designing the project to restore the stream mouth, intertidal, fringe marsh and riparian habitat, and to begin work by removing 100 piles, a float, 250 feet of shoreline armoring and 23,000 square feet of concrete. Work also will include grading and amending soil and replanting the shoreline. Bainbridge Island will contribute \$126,650.

There were one hundred sixteen applications submitted for consideration in the Salmon Program. Each project went through an evaluation process prior to being recommended for funding. The SRFB Board approved funding for projects on Wednesday, December 6, 2006.

Funding for the Salmon Program comes from funds administered by NOAA Fisheries. City of Bainbridge Island will leverage local contributions totaling \$126,650.00 with grant monies to implement the project. Total estimated project cost is \$204,000.00. SRFB is the state's administrator of the grant program.

Contact: Peter Namtvedt Best, (206) 780-3719 (sponsor project manager)

Tara Galuska, (360) 902-2953, TaraG@rco.wa.gov (SRFB project manager)