WASHINGTON STATE
Joint Aquatic Resources Permit Application (JARPA) Form[1,2] [help]

USE BLACK OR BLUE INK TO ENTER ANSWERS IN THE WHITE SPACES BELOW.

US Army Corps of Engineers ®
Seattle District

AGENCY USE ONLY

Date received:

Agency reference #: _____

Tax Parcel #(s): _____

_____

Part 1–Project Identification

1. Project Name (A name for your project that you create. Examples: Smith's Dock or Seabrook Lane Development) [help]
Ovenell Slough/Cedar Grove Culvert Replacement

Part 2–Applicant

The person and/or organization responsible for the project. [help]

2a. Name (Last, First, Middle)			
Derenne, Emily			
2b. Organization (If applicable)			
Skagit County Public Works			
2c. Mailing Address (Street or PO Box)			
1800 Continental Place			
2d. City, State, Zip			
Mt Vernon, Washington 98273			
2e. Phone (1)	**2f.** Phone (2)	**2g.** Fax	**2h.** E-mail
360.416.1449			emilyjd@co.skagit.wa.us

[1]Additional forms may be required for the following permits:

- If your project may qualify for Department of the Army authorization through a Regional General Permit (RGP), contact the U.S. Army Corps of Engineers for application information (206) 764-3495.
- Not all cities and counties accept the JARPA for their local Shoreline permits. If you need a Shoreline permit, contact the appropriate city or county government to make sure they accept the JARPA.

[2]To access an online JARPA form with [help] screens, go to http://www.epermitting.wa.gov/site/alias__resourcecenter/jarpa_jarpa_form/9984/jarpa_form.aspx.

For other help, contact the Governor's Office for Regulatory Innovation and Assistance at (800) 917-0043 or help@oria.wa.gov.

Part 3–Authorized Agent or Contact

Person authorized to represent the applicant about the project. (Note: Authorized agent(s) must sign 11b of this application.) [help]

3a. Name (Last, First, Middle)			
Stamey, Mark			
3b. Organization (If applicable)			
GeoEngineers, Inc			
3c. Mailing Address (Street or PO Box)			
600 Dupont Street			
3d. City, State, Zip			
Bellingham, Washington, 98225			
3e. Phone (1)	**3f.** Phone (2)	**3g.** Fax	**3h.** E-mail
206.355.9817		360.647.5044	mstamey@geoengineers.com

Part 4–Property Owner(s)

Contact information for people or organizations owning the property(ies) where the project will occur. Consider both **upland and aquatic** ownership because the upland owners may not own the adjacent aquatic land. [help]

☐ Same as applicant. (Skip to Part 5.)

☐ Repair or maintenance activities on existing rights-of-way or easements. (Skip to Part 5.)

☒ There are multiple upland property owners. Complete the section below and fill out JARPA Attachment A for each additional property owner.

☐ Your project is on Department of Natural Resources (DNR)-managed aquatic lands. If you don't know, contact the DNR at (360) 902-1100 to determine aquatic land ownership. If yes, complete JARPA Attachment E to apply for the Aquatic Use Authorization.

4a. Name (Last, First, Middle)			
4b. Organization (If applicable)			
Skagit County			
4c. Mailing Address (Street or PO Box)			
1800 Continental Place			
4d. City, State, Zip			
Mount Vernon, WA 98273			
4e. Phone (1)	**4f.** Phone (2)	**4g.** Fax	**4h.** E-mail
360-416-1449			emilyjd@co.skagit.wa.us

Part 5–Project Location(s)

Identifying information about the property or properties where the project will occur. [help]

☐ There are multiple project locations (e.g. linear projects). Complete the section below and use JARPA Attachment B for each additional project location.

5a. Indicate the type of ownership of the property. (Check all that apply.) [help]

☐ Private
☐ Federal
☒ Publicly owned (state, county, city, special districts like schools, ports, etc.)
☐ Tribal
☐ Department of Natural Resources (DNR) – managed aquatic lands (Complete JARPA Attachment E)

5b. Street Address (Cannot be a PO Box. If there is no address, provide other location information in 5p.) [help]

Cedar Grove Avenue

5c. City, State, Zip (If the project is not in a city or town, provide the name of the nearest city or town.) [help]

Concrete, Washington, 98237

5d. County [help]

Skagit

5e. Provide the section, township, and range for the project location. [help]

¼ Section	Section	Township	Range
NW	14	35N	8E

5f. Provide the latitude and longitude of the project location. [help]

- Example: 47.03922 N lat. / -122.89142 W long. (Use decimal degrees - NAD 83)

48.528008 N lat / -121.738255

5g. List the tax parcel number(s) for the project location. [help]

- The local county assessor's office can provide this information.

P64306, P43895, P43899

5h. Contact information for all adjoining property owners. (If you need more space, use JARPA Attachment C.) [help]

Name	Mailing Address	Tax Parcel # (if known)
State Department of Game (Washington Department of Fish and Wildlife [WDFW])	600 North Capitol Way Olympia, Washington 98501	P43895

5i. List all wetlands on or adjacent to the project location. [help]

Ovenell Slough Wetland

5j. List all waterbodies (other than wetlands) on or adjacent to the project location. [help]

Skagit River

5k. Is any part of the project area within a 100-year floodplain? [help]

☒ Yes ☐ No ☐ Don't know

5l. Briefly describe the vegetation and habitat conditions on the property. [help]

The majority of the project site is characterized by upland habitat dominated by Himalayan blackberry (*Rubus armeniacus*), sword fern (*Polystichum munitum*) and Indian plum (*Oemleria cerasiformis*) with an overstory of red alder (*Alnus rubra*) and bigleaf maple (*Acer macrophyllum*). One wetland, Wetland A, is located at the base of a steep hillslope east of the Skagit River. The wetland is bisected by Cedar Grove Avenue, but hydraulic continuity between the two subunits is maintained by the 2-foot-diameter culvert beneath the asphalt road. Wetland A is characterized by salmonberry (*Rubus spectabilis*), twinberry (*Lonicera involucrata*) and reed canary grass (*Phalaris arundinacea*) with a red alder overstory. Large snags and woody debris are present throughout the wetland. Two beaver dams and signs of beaver chew on trees were observed within and adjacent to the wetland. Major sources of hydrology within the wetland include seeps from the adjacent hillside, springs, high groundwater from the nearby Skagit River and surface water from backwatering of the Skagit during high flows. The southwest portion of the wetland gradually tapers and water slowly drains through a highly constricted outlet into a narrow, meandering channel that empties into the Skagit River. Vegetation, topographic breaks and wrack and scour lines indicate that the Skagit River regularly backwaters through and over the banks of this incised channel and into Wetland A.

5m. Describe how the property is currently used. [help]

The project site consists of the northern terminus of Cedar Grove Avenue, a Skagit County owned and maintained road. The road provides pedestrian access to the WDFW property and is blocked to vehicular access approximately 100 feet south of the culvert. Various unmaintained trails traverse the upland areas immediately adjacent to the project site and the Skagit River.

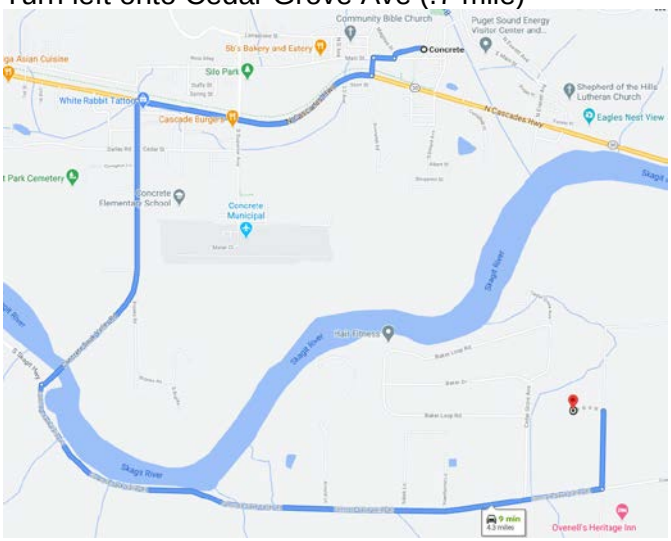
5n. Describe how the adjacent properties are currently used. [help]

The adjacent parcel owned by WDFW (P43895) is undeveloped and used primarily for public recreation and access to the Skagit River. The adjacent parcel owned by Karin Ovenell-Carter (P43899) is partially forested and undeveloped. A portion of the parcel appears to be used for grazing cattle and as a hay field.

5o. Describe the structures (above and below ground) on the property, including their purpose(s) and current condition. [help]

The only existing structure on the property is the asphalt topped Cedar Grove Avenue road prism and the 2-foot-diameter, corrugated steel culvert within the road prism. The culvert is a barrier to fish migration according to WDFW Fish Passage Criteria and impairs both up and downstream migration of juvenile fish as well as natural flow and sediment transport pathways.

5p. Provide driving directions from the closest highway to the project location, and attach a map. [help]

1. From Concrete, WA
2. Drive west on WA-20W
3. Turn left onto Concrete Sauk Valley Rd (1.0 mile)
4. Turn left to stay on Concrete Sauk Valley Rd (1.7 mile)
5. Turn left onto Cedar Grove Ave (.7 mile)
6. 

Part 6–Project Description

6a. Briefly summarize the overall project. You can provide more detail in 6b. [help]

The project will replace a failed culvert with a new bridge restoring fish passage to valuable upstream rearing habitat for threatened and endangered salmonids. The project consists of removing a portion of the existing Cedar Grove Avenue road prism and replacing it with a pedestrian bridge. A new stream channel will be constructed adjacent to the existing culvert and the old culvert will be plugged. The surrounding riparian area will be planted with native trees and shrub to restore habitat functions to Ovenell Slough.

6b. Describe the purpose of the project and why you want or need to perform it. [help]

The primary goal of the Ovenell Slough project is to restore connectivity, improve fish passage and remove fill from within the floodplain of the Skagit River. This will increase the amount of winter floodplain rearing habitat available to juvenile Chinook, steelhead, pink, coho, chum and cutthroat trout. Freshwater, off-channel rearing habitat has been identified as one of the primary limiting factors in recovery of Skagit River Chinook populations. Specific project objectives include:

1. Reconnect approximately 470 meters and over 3.5 acres of ponded or seasonally inundated off-channel rearing habitat. Ovenell Slough is a stable, spring-fed system that flows year-round. The site was documented in the earliest GLO maps and was identified as “extremely good rearing that needs to be protected” during a 2003 WDFW survey of the site. This project will improve fish passage while also restoring natural pathways for water and sediment in Ovenell Slough.
2. The area within the project site will be replanted with native vegetation and maintained per permitting requirements.

Ovenell Slough is located on the south side of the Skagit River near Concrete, Washington. The existing crossing is a 0.61 meter (2-foot) diameter culvert that is considered a fish passage barrier by WDFW (Site ID: FC14). During a 2002 WDFW site visit the culvert was determined to be 33 percent passable. Skagit River System Cooperative completed an assessment of the site in January 2018 and confirmed no water was flowing through the pipe. The property riverward of the project site is owned by the WDFW and the funding source used to purchase the property in the late 1960s requires pedestrian access be maintained to the site. A 95-foot pedestrian bridge will be installed and approximately 2,500 cubic yards of fill associated with the road prism will be hauled off site. The new opening will be approximately 41 feet wide and located 15 feet to the west of the

existing crossing. The existing crossing will be utilized as the bypass during much of the construction before being plugged with control density fill (CDF).

Large wood debris habitat structures consisting of slash blankets and logs with rootwads will be placed upstream and downstream of the new crossing to improve habitat functions. Habitat structures will be placed or native vegetation planted within the area disturbed during the installation of the pedestrian bridge; no additional disturbance will be required.

6c. Indicate the project category. (Check all that apply) [help]

☐ Commercial ☐ Residential ☐ Institutional ☐ Transportation ☒ Recreational

☐ Maintenance ☒ Environmental Enhancement

6d. Indicate the major elements of your project. (Check all that apply) [help]

☐ Aquaculture	☒ Culvert	☐ Float	☐ Retaining Wall (upland)
☐ Bank Stabilization	☐ Dam / Weir	☐ Floating Home	☐ Road
☐ Boat House	☐ Dike / Levee / Jetty	☐ Geotechnical Survey	☐ Scientific Measurement Device
☐ Boat Launch	☐ Ditch	☐ Land Clearing	☐ Stairs
☐ Boat Lift	☐ Dock / Pier	☐ Marina / Moorage	☐ Stormwater facility
☒ Bridge	☐ Dredging	☐ Mining	☐ Swimming Pool
☐ Bulkhead	☐ Fence	☐ Outfall Structure	☐ Utility Line
☐ Buoy	☐ Ferry Terminal	☐ Piling/Dolphin	
☒ Channel Modification	☐ Fishway	☐ Raft	

☐ Other:

6e. Describe how you plan to construct each project element checked in 6d. Include specific construction methods and equipment to be used. [help]

- Identify where each element will occur in relation to the nearest waterbody.
- Indicate which activities are within the 100-year floodplain.

The project consists of five main parts: removing the Cedar Grove fill prism, building a new bridge structure, re-grading the channel, the placement of large woody debris and other stream structures, and riparian restoration. All work is withing the 100-year floodplain of the Skagit River. The contractor will determine the final construction sequence, but a reasonable sequence would be:

1. Close off Cedar Grove Avenue from pedestrian access
2. Isolate fish from and dewater the work area on both the west and east side of the road.
   - Work will occur within Ovenell Slough.
   - Cofferdams will be built around the work area and water will be pumped out.
   - The existing culvert will be used as the water bypass system during construction.
3. Set up construction access
   - Approximately 20 deciduous trees (4-24 in DBH) and one 6-inch conifer will be removed for construction access (approximately 15,000 square feet will be cleared and grubbed).
   - Temporary construction impacts will be minimized by keeping construction equipment on the existing road prism to the extent possible.
4. Excavate the Cedar Grove Avenue fill prism north of the existing culvert
   - A pneumatic jackhammer will likely be used to remove any asphalt pavement.
   - A backhoe or excavator will be used to excavate the fill prism. Other equipment that will be used for this portion of the project includes: dump truck, dewatering pump, front loader, bulldozer and a paver.
   - Work will occur within and adjacent to Ovenell Slough.
   - Excavation will likely take 4 to 6 weeks to complete.
   - Approximately 2,500 cubic yards of material will be excavated from the roadway prism.
5. Build new pedestrian bridge
   - Work will occur adjacent to Ovenell Slough
   - Equipment for this portion of the project includes, but is not limited to an impact pile driver, concrete trucks, slick line, and a crane or launching system
   - The construction of the pedestrian bridge is above ordinary high water mark (OHWM) and could occur concurrently with channel regrading
   - Bridge construction could take 6 to 12 months
6. Regrade the stream channel underneath and directly adjacent to the pedestrian bridge
   - A backhoe or excavator will be used to regrade the channel
   - Work will occur within Ovenell Slough
   - The newly graded channel will be approximately 3,400 square feet in area
   - Grading within the permitted in-water work window will take 3 to 5 weeks
   - If native streambed sediments are not found below existing road prism, nonnative soils will be excavated and imported streambed sediments placed in the new stream channel.
7. Place large woody material (LWM) instream structures
   - A excavator will be used to install LWM structures
   - Work will occur within Ovenell Slough
   - Wood structures include approximately 8 root-wad logs, 16 batter piles and 14 slash blanket posts
   - Batter piles will be driven using an excavator and or vibratory driver
8. Fish exclusion adjustment
   - The in-water isolation area (cofferdams) will be moved to surround the old culvert
   - Both ends of the culvert will be plugged with CDF
   - When the concrete is cured, the isolation dam and fish exclusion netting will be removed
9. Plant new riparian vegetation
   - Native trees, shrubs and willow live stakes will be installed in the disturbed areas
   - This work will occur adjacent to Ovenell Slough and within the 100-year floodplain of the Skagit River

6f. What are the anticipated start and end dates for project construction? (Month/Year) [help] • If the project will be constructed in phases or stages, use JARPA Attachment D to list the start and end dates of each phase or stage.
Start Date: May 2021 End Date: April 2022 ☐ See JARPA Attachment D
6g. Fair market value of the project, including materials, labor, machine rentals, etc. [help]
Approximately $500,000
6h. Will any portion of the project receive federal funding? [help] • **If yes**, list each agency providing funds.
☒ Yes ☐ No ☐ Don't know National Fish and Wildlife Foundation

Part 7–Wetlands: Impacts and Mitigation

☒ Check here if there are wetlands or wetland buffers on or adjacent to the project area.
(If there are none, skip to Part 8.) [help]

7a. Describe how the project has been designed to avoid and minimize adverse impacts to wetlands. [help]
☐ Not applicable
Ovenell Slough OHWM is the approximate same boundary as areas that demonstrate wetland characteristics. Discussion of work within and near Ovenell Slough are described under Part 8 Waterbodies.
7b. Will the project impact wetlands? [help]
☐ Yes ☒ No ☐ Don't know
7c. Will the project impact wetland buffers? [help]
☐ Yes ☒ No ☐ Don't know
7d. Has a wetland delineation report been prepared? [help] • **If Yes**, submit the report, including data sheets, with the JARPA package.
☐ Yes ☒ No A Critical area report describing Ovenell Slough and associated wetland characteristics was prepared and is attached.
7e. Have the wetlands been rated using the Western Washington or Eastern Washington Wetland Rating System? [help] • **If Yes**, submit the wetland rating forms and figures with the JARPA package.
☐ Yes ☒ No ☐ Don't know
7f. Have you prepared a mitigation plan to compensate for any adverse impacts to wetlands? [help] • **If Yes**, submit the plan with the JARPA package and answer 7g. • **If No, or Not applicable**, explain below why a mitigation plan should not be required.
☐ Yes ☒ No ☐ Don't know
Project addresses fish passage barrier for Endangered Species Act (ESA) listed anadromous fish and is consistent with local, state and federal guidelines to qualify for a Clean Water Act (CWA) Nationwide permit No. 27 and Washington State Hydraulic code Fish Enhancement Hydraulic Project Approval (HPA). These permitting pathways were established for projects that provide an overall benefit to habitat functions and values of their watershed and do not require formal mitigation plans.

7g. Summarize what the mitigation plan is meant to accomplish, and describe how a watershed approach was used to design the plan. [help]

A mitigation plan has not been prepared; however, all temporarily impacted waters of the state/U.S. will be restored following construction.

7h. Use the table below to list the type and rating of each wetland impacted, the extent and duration of the impact, and the type and amount of mitigation proposed. Or if you are submitting a mitigation plan with a similar table, you can state (below) where we can find this information in the plan. [help]

Activity (fill, drain, excavate, flood, etc.)	Wetland Name[1]	Wetland type and rating category[2]	Impact area (sq. ft. or Acres)	Duration of impact[3]	Proposed mitigation type[4]	Wetland mitigation area (sq. ft. or acres)

[1] If no official name for the wetland exists, create a unique name (such as "Wetland 1"). The name should be consistent with other project documents, such as a wetland delineation report.
[2] Ecology wetland category based on current Western Washington or Eastern Washington Wetland Rating System. Provide the wetland rating forms with the JARPA package.
[3] Indicate the days, months or years the wetland will be measurably impacted by the activity. Enter "permanent" if applicable.
[4] Creation (C), Re-establishment/Rehabilitation (R), Enhancement (E), Preservation (P), Mitigation Bank/In-lieu fee (B)

Page number(s) for similar information in the mitigation plan, if available: _____

7i. For all filling activities identified in 7h, describe the source and nature of the fill material, the amount in cubic yards that will be used, and how and where it will be placed into the wetland. [help]

7j. For all excavating activities identified in 7h, describe the excavation method, type and amount of material in cubic yards you will remove, and where the material will be disposed. [help]

Part 8–Waterbodies (other than wetlands): Impacts and Mitigation

In Part 8, "waterbodies" refers to non-wetland waterbodies. (See Part 7 for information related to wetlands.) [help]

☒ Check here if there are waterbodies on or adjacent to the project area. (If there are none, skip to Part 9.)

8a. Describe how the project is designed to avoid and minimize adverse impacts to the aquatic environment. [help]

☐ Not applicable

In water construction will occur in the summer during the authorized fish window. Cofferdams will be installed upstream and downstream of the in-water work areas and fish exclusion/block nets will be installed on the upstream side of upstream cofferdam and the downstream side of the downstream cofferdam, outside of the in-water work area. An erosion and sedimentation plan will be prepared and implemented. Vegetation removal will be kept to a minimum and all disturbed areas will be replanted with native riparian vegetation following construction. A channel spanning bridge instead of an undersized culvert will facilitate increased fish passage within Ovenell Slough. LWM habitat structures, will also be installed upstream and along the banks of the new channel as part of the project The LWM structures will be rootwads and will be placed upstream of the bridge while slash blankets and live stakes will extend downstream along both banks under the bridge. The contractor

will install and maintain erosion and sediment control best management practices (BMPS) and no sediment laden water will be discharged into the stream channel outside the isolated work area. See the above Project Description for further description on project activities and avoidance/minimization measures.

8b. Will your project impact a waterbody or the area around a waterbody? [help]

☒ Yes ☐ No

8c. Have you prepared a mitigation plan to compensate for the project's adverse impacts to non-wetland waterbodies? [help]

- **If Yes**, submit the plan with the JARPA package and answer 8d.
- **If No, or Not applicable,** explain below why a mitigation plan should not be required.

☐ Yes ☒ No ☐ Don't know

The project addresses fish passage barrier for ESA listed anadromous fish and is consistent with local, state and federal guidelines to qualify for a CWA Nationwide permit No. 27 and Washington State Hydraulic code Fish Enhancement HPA. These permitting pathways were established for projects that provide an overall benefit to habitat functions and values of their watershed and do not require formal mitigation plans. Because the project will significantly improve fish passage and habitat it is considered to be self-mitigating.

8d. Summarize what the mitigation plan is meant to accomplish. Describe how a watershed approach was used to design the plan.

- If you already completed 7g you do not need to restate your answer here. [help]

A mitigation plan has not been prepared; however, all temporarily impacted waters of the state/U.S. will be restored following construction.

8e. Summarize impact(s) to each waterbody in the table below. [help]

Activity (clear, dredge, fill, pile drive, etc.)	Waterbody name[1]	Impact location[2]	Duration of impact[3]	Amount of material (cubic yards [CY]) to be placed in or removed from waterbody	Area (sq. ft. [SF] or linear ft.) of waterbody directly affected
Excavate road prism below OHWM	Ovenell Slough	Below OHWM	Permanent	5 to 10 CY to be removed	500 SF
Stream sediment placement	Ovenell slough	Below OHWM	Permanent	5 to10 CY to be placed in channel	500 SF
Excavate and place fill and drive piles to Install LWM Habitat Structure	Ovenell slough	Below OHWM	Permanent	5 to 10 CY to be placed below OHWM	500 SF

[1] If no official name for the waterbody exists, create a unique name (such as "Stream 1") The name should be consistent with other documents provided.
[2] Indicate whether the impact will occur in or adjacent to the waterbody. If adjacent, provide the distance between the impact and the waterbody and indicate whether the impact will occur within the 100-year flood plain.
[3] Indicate the days, months or years the waterbody will be measurably impacted by the work. Enter "permanent" if applicable.

8f. For all activities identified in 8e, describe the source and nature of the fill material, amount (in cubic yards) you will use, and how and where it will be placed into the waterbody. [help]

We anticipate finding native streambed sediments once the road prism is removed. If these soils are not suitable for use as streambed sediment, than streambed sediment will be imported from a local pit. The streambed material will be sized to replicate native streambed sediment. The material would be placed in the new stream channel within the project area to a depth necessary to match upstream and downstream channel geometry.

Fill material associated with LWM habitat structures consists of native soils excavated to install LWM and then backfilled on top of LWM for ballast and wood batter piles driven into sediments and incorporated into LWM structure.

8g. For all excavating or dredging activities identified in 8e, describe the method for excavating or dredging, type and amount of material you will remove, and where the material will be disposed. [help]

The existing road prism will be excavated with a medium to large excavator. Other equipment to be used includes dump trucks, generator, dewatering pumps, front loader, bulldozer, backhoe and paver. Approximately 5 to 10 cubic yards of material will be removed from below OHWM and approximately 2,500 cubic yards will be removed from above OHWM. All excavated materials will be transported from the site and disposed at an approved upland facility.

Similar equipment will be used to grade the stream channel within the area of the removed road prism. The project will result in approximately 1,800 square feet of newly graded channel.

Part 9–Additional Information

Any additional information you can provide helps the reviewer(s) understand your project. Complete as much of this section as you can. It is ok if you cannot answer a question.

9a. If you have already worked with any government agencies on this project, list them below. [help]

Agency Name	Contact Name	Phone	Most Recent Date of Contact
USACE	Jennifer Lang	564.999.1006	09/8/2020
WDFW	Channing Syms	360.466.4345	10/23/2020
WDFW	Wayne Watne	360.899.8371	10/23/2020
Skagit County	Leah Forbes	360.416.1410	11/10/2020

9b. Are any of the wetlands or waterbodies identified in Part 7 or Part 8 of this JARPA on the Washington Department of Ecology's 303(d) List? [help]

- **If Yes,** list the parameter(s) below.
- If you don't know, use Washington Department of Ecology's Water Quality Assessment tools at: https://ecology.wa.gov/Water-Shorelines/Water-quality/Water-improvement/Assessment-of-state-waters-303d.

☐ Yes ☒ No

9c. What U.S. Geological Survey Hydrological Unit Code (HUC) is the project in? [help]

- Go to http://cfpub.epa.gov/surf/locate/index.cfm to help identify the HUC.

HUC 12: Mill Creek-Skagit River (171100070104)

9d. What Water Resource Inventory Area Number (WRIA #) is the project in? [help]

- Go to https://ecology.wa.gov/Water-Shorelines/Water-supply/Water-availability/Watershed-look-up to find the WRIA #.

4 – Upper Skagit

9e. Will the in-water construction work comply with the State of Washington water quality standards for turbidity? [help]

- Go to https://ecology.wa.gov/Water-Shorelines/Water-quality/Freshwater/Surface-water-quality-standards/Criteria for the standards.

☒ Yes ☐ No ☐ Not applicable

9f. If the project is within the jurisdiction of the Shoreline Management Act, what is the local shoreline environment designation? [help]

- If you don't know, contact the local planning department.
- For more information, go to: https://ecology.wa.gov/Water-Shorelines/Shoreline-coastal-management/Shoreline-coastal-planning/Shoreline-laws-rules-and-cases.

☐ Urban ☐ Natural ☐ Aquatic ☒ Conservancy ☐ Other: _____

9g. What is the Washington Department of Natural Resources Water Type? [help]

- Go to http://www.dnr.wa.gov/forest-practices-water-typing for the Forest Practices Water Typing System.

☐ Shoreline ☒ Fish ☐ Non-Fish Perennial ☐ Non-Fish Seasonal

9h. Will this project be designed to meet the Washington Department of Ecology's most current stormwater manual? [help]

- **If No**, provide the name of the manual your project is designed to meet.

☒ Yes ☐ No

Name of manual: _____

9i. Does the project site have known contaminated sediment? [help]

- **If Yes**, please describe below.

☐ Yes ☒ No

9j. If you know what the property was used for in the past, describe below. [help]

Within the past 50 to 70 years, the property has been used for pedestrian public access to the Skagit River and the WDFW-owned property. In the early to mid-1900s, a ferry landing was located near the property on the Skagit River. Vehicles and foot passengers crossed the Skagit River on wooden ferry boats. The ferry was closed when the Dalles Bridge was constructed in 1952.

9k. Has a cultural resource (archaeological) survey been performed on the project area? [help]

- **If Yes**, attach it to your JARPA package.

☒ Yes ☐ No

9l. Name each species listed under the federal Endangered Species Act that occurs in the vicinity of the project area or might be affected by the proposed work. [help]
-Bull trout (*Salvelinus malma*) -Chinook Salmon (*Oncorhynchus tshawytscha*) -Northern Spotted Owl (Strix Occidentalis) -Steelhead (*Oncorhynchus mykiss*)
9m. Name each species or habitat on the Washington Department of Fish and Wildlife's Priority Habitats and Species List that might be affected by the proposed work. [help]
-Bull trout (*Salvelinus malma*) -Chinook Salmon (*Oncorhynchus tshawytscha*) -Chum (*Oncorhynchus keta*) -Coho (*Oncorhynchus kisutch*) -Cutthroat (*Oncorhynchus clarki*) -Kokanee (*Oncorhynchus nerka*) -Northern Spotted Owl (Strix Occidentalis) -Pinks salmon (*Oncorhynchus gorbuscha*) -Sockeye (*Oncorhynchus nerka*) -Rainbow trout (*Oncorhynchus mykiss*) -Riparian habitat

Part 10–SEPA Compliance and Permits

Use the resources and checklist below to identify the permits you are applying for.

- Online Project Questionnaire at http://apps.oria.wa.gov/opas/.
- Governor's Office for Regulatory Innovation and Assistance at (800) 917-0043 or help@oria.wa.gov.
- For a list of addresses to send your JARPA to, click on agency addresses for completed JARPA.

10a. Compliance with the State Environmental Policy Act (SEPA). (Check all that apply.) [help] • For more information about SEPA, go to https://ecology.wa.gov/regulations-permits/SEPA-environmental-review.
☐ A copy of the SEPA determination or letter of exemption is included with this application.
☐ A SEPA determination is pending with _____ (lead agency). The expected decision date is _____.
☒ I am applying for a Fish Habitat Enhancement Exemption. (Check the box below in 10b.) [help]
☐ This project is exempt (choose type of exemption below). ☐ Categorical Exemption. Under what section of the SEPA administrative code (WAC) is it exempt? _____ ☐ Other: _____
☐ SEPA is pre-empted by federal law.

10b. Indicate the permits you are applying for. (Check all that apply.) [help]

LOCAL GOVERNMENT

Local Government Shoreline permits:

☐ Substantial Development ☐ Conditional Use ☐ Variance

☐ Shoreline Exemption Type (explain): _____

Other City/County permits:

☐ Floodplain Development Permit ☐ Critical Areas Ordinance

STATE GOVERNMENT

Washington Department of Fish and Wildlife:

☐ Hydraulic Project Approval (HPA) ☒ Fish Habitat Enhancement Exemption – Attach Exemption Form

Washington Department of Natural Resources:

☐ Aquatic Use Authorization

Complete JARPA Attachment E and submit a check for $25 payable to the Washington Department of Natural Resources. **Do not send cash.**

Washington Department of Ecology:

☒ Section 401 Water Quality Certification

FEDERAL AND TRIBAL GOVERNMENT

United States Department of the Army (U.S. Army Corps of Engineers):

☒ Section 404 (discharges into waters of the U.S.) ☒ Section 10 (work in navigable waters)

United States Coast Guard:

☐ General Bridge Act Permit ☐ Private Aids to Navigation (for non-bridge projects)

United States Environmental Protection Agency:

☐ Section 401 Water Quality Certification (discharges into waters of the U.S.) on tribal lands where tribes do not have treatment as a state (TAS)

Tribal Permits: (Check with the tribe to see if there are other tribal permits, e.g., Tribal Environmental Protection Act, Shoreline Permits, Hydraulic Project Permits, or other in addition to CWA Section 401 WQC)

☐ Section 401 Water Quality Certification (discharges into waters of the U.S.) where the tribe has treatment as a state (TAS).

Part 11–Authorizing Signatures

Signatures are required before submitting the JARPA package. The JARPA package includes the JARPA form, project plans, photos, etc. [help]

11a. Applicant Signature (required) [help]

I certify that to the best of my knowledge and belief, the information provided in this application is true, complete, and accurate. I also certify that I have the authority to carry out the proposed activities, and I agree to start work only after I have received all necessary permits.

I hereby authorize the agent named in Part 3 of this application to act on my behalf in matters related to this application. _____ (initial)

By initialing here, I state that I have the authority to grant access to the property. I also give my consent to the permitting agencies entering the property where the project is located to inspect the project site or any work related to the project. _____ (initial)

Applicant Printed Name	Applicant Signature	Date

11b. Authorized Agent Signature [help]

I certify that to the best of my knowledge and belief, the information provided in this application is true, complete, and accurate. I also certify that I have the authority to carry out the proposed activities and I agree to start work only after all necessary permits have been issued.

Mark Stamey		12/03/2020
Authorized Agent Printed Name	Authorized Agent Signature	Date

11c. Property Owner Signature (if not applicant) [help]

Not required if project is on existing rights-of-way or easements (provide copy of easement with JARPA).

I consent to the permitting agencies entering the property where the project is located to inspect the project site or any work. These inspections shall occur at reasonable times and, if practical, with prior notice to the landowner.

Property Owner Printed Name	Property Owner Signature	Date

18 U.S.C §1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than $10,000 or imprisoned not more than 5 years or both.

If you require this document in another format, contact the Governor's Office for Regulatory Innovation and Assistance (ORIA) at (800) 917-0043. People with hearing loss can call 711 for Washington Relay Service. People with a speech disability can call (877) 833-6341. ORIA publication number: ORIA-16-011 rev. 09/2018

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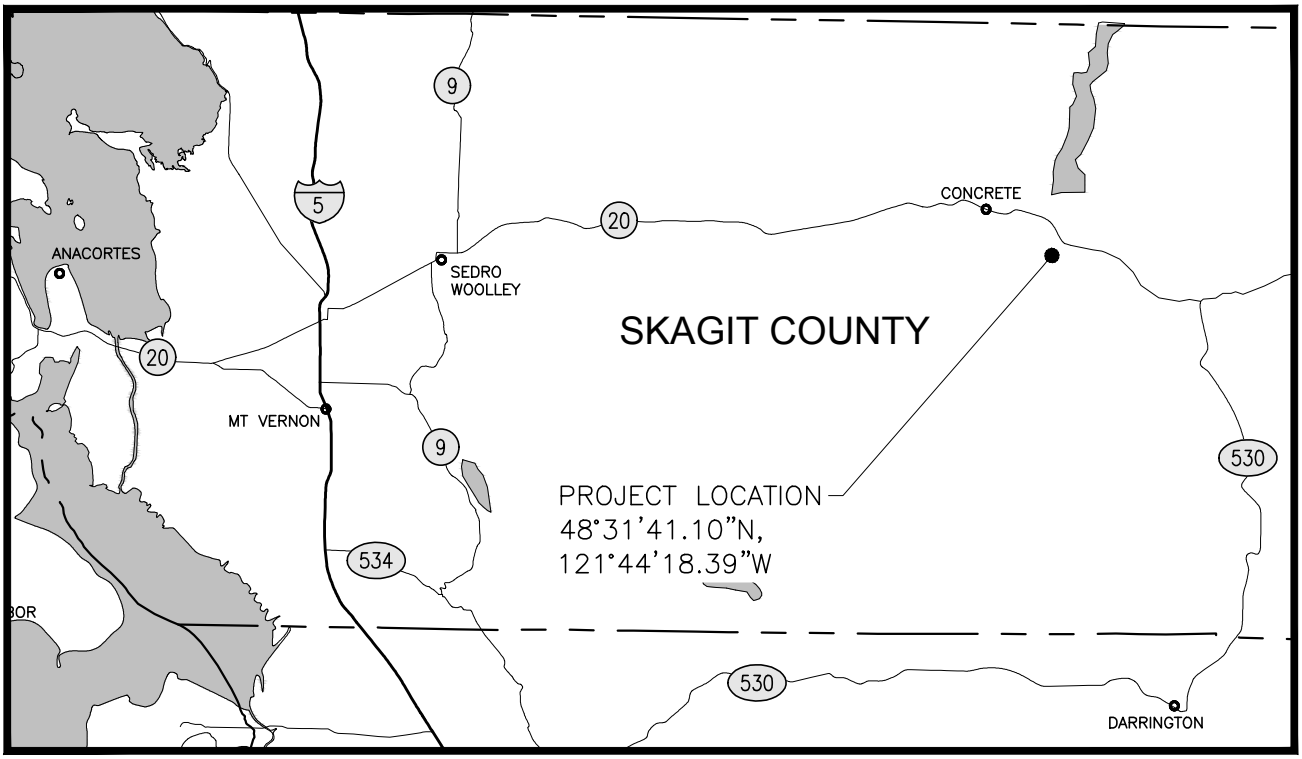
SKAGIT COUNTY



VICINITY MAP
Scale: NTS

PERMIT DRAWINGS

REPLACE EXISTING METAL PIPE CULVERT WITH A PEDESTRIAN BRIDGE

DATUM: NAVD 88

ADJACENT PROPERTY OWNERS:
1) P43895 STATE DEPT OF GAME
2) P64306 CEDARGROVE MAINTENANCE CO
3) P43899 OVENELL-CARTER KARIN N ETAL
4) P64077 COCCHI JACHE

CEDAR GROVE AVENUE
(OVENELL SLOUGH)
CULVERT REPLACEMENT

LOCATION: CEDAR GROVE AVENUE

LAT/LONG: 48° 31' 41.10" N, 121° 44' 18.39" W

SHEET: 1 OF 8 DATE: 11/20/2020

COVER SHEET AND
PROJECT LOCATION

APPLICANT: SKAGIT COUNTY PUBLIC WORKS
IN: OVENELL SLOUGH
AT: SKAGIT RIVER
COUNTY: SKAGIT

STATE: WA

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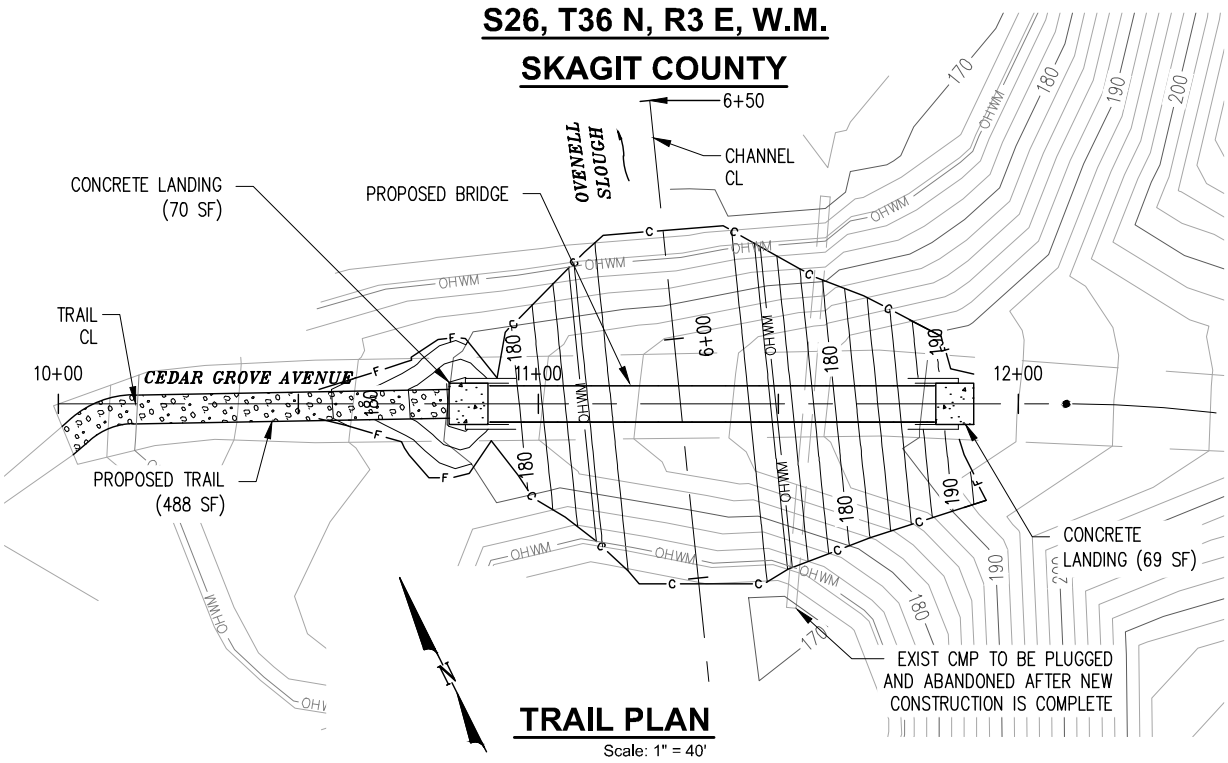
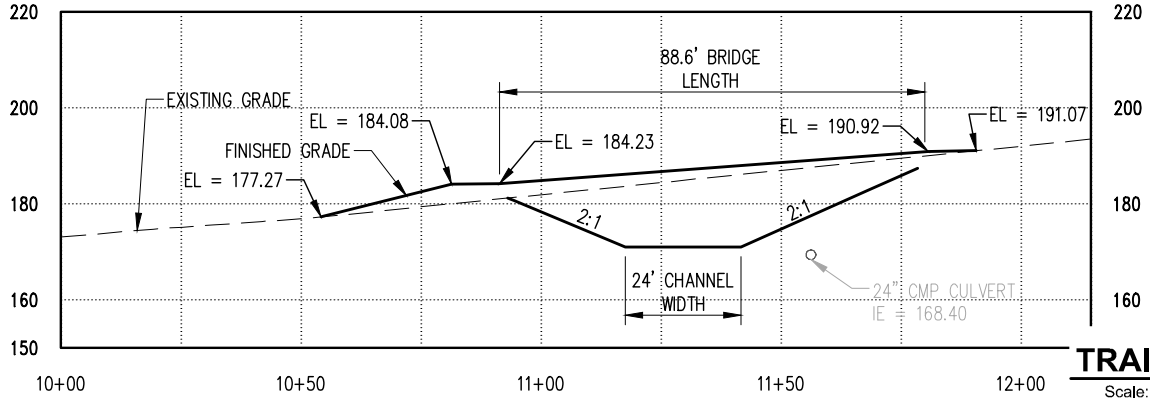
SKAGIT COUNTY



TRAIL PLAN

Scale: 1" = 40'

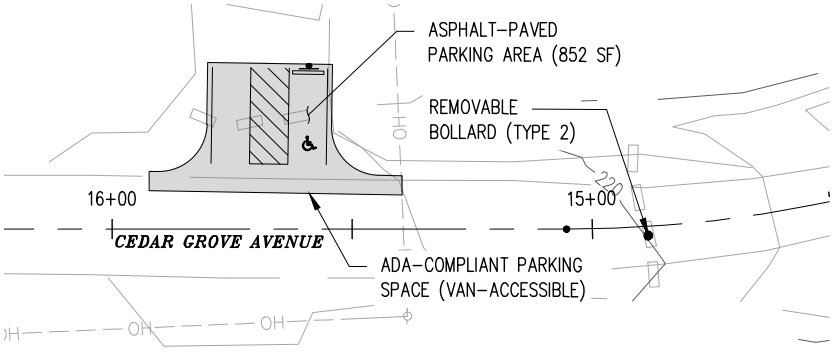


TRAIL PROFILE

Scale: H. 1" = 40'; V. 1" = 40'

LEGEND:

- CENTERLINE
- CUT LIMIT
- FILL LIMIT
- OHWM (PROPOSED)
- OHWM (EXISTING)
- CONCRETE PAD
- ASPHALT PAVING
- DIRT TRAIL



PARKING AREA PLAN

Scale: 1" = 40'

PERMIT DRAWING

REPLACE EXISTING METAL PIPE CULVERT WITH A PEDESTRIAN BRIDGE

DATUM: NAVD 88

ADJACENT PROPERTY OWNERS:

1) P43895 STATE DEPT OF GAME
2) P64306 CEDARGROVE MAINTENANCE CO
3) P43899 OVENELL-CARTER KARIN N ETAL
4) P64077 COCCHI JACHE

CEDAR GROVE AVENUE
(OVENELL SLOUGH)
CULVERT REPLACEMENT

LOCATION: CEDAR GROVE AVENUE

LAT/LONG: 48° 31' 41.10" N, 121° 44' 18.39" W

SHEET: **2** OF **8** DATE: **11/20/2020**

SITE PLAN

APPLICANT: SKAGIT COUNTY PUBLIC WORKS
IN: OVENELL SLOUGH
AT: SKAGIT RIVER
COUNTY: SKAGIT

STATE: WA

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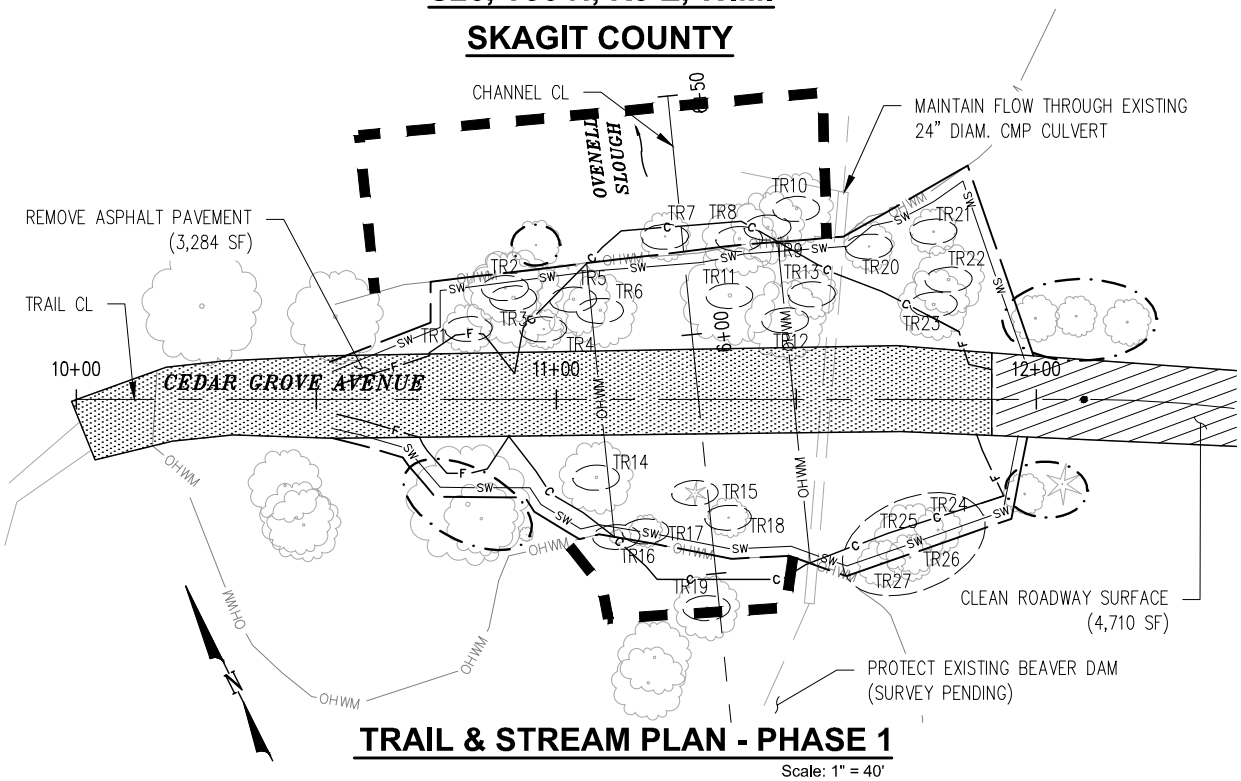
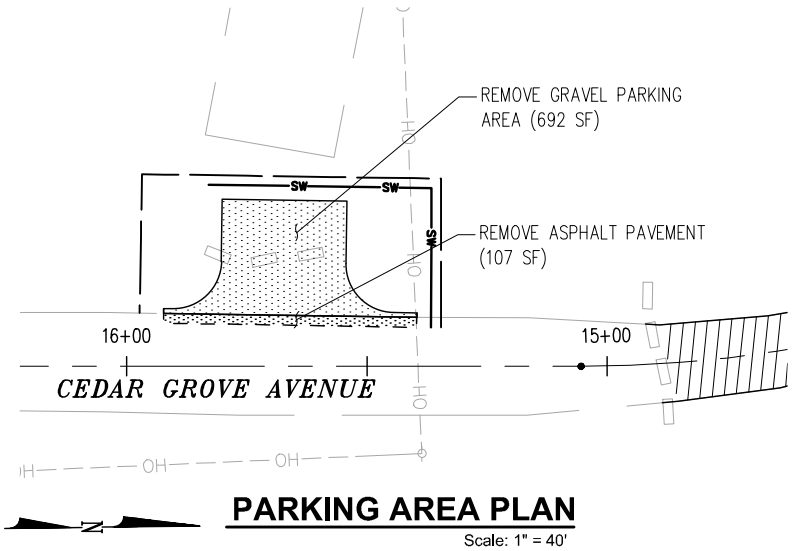
SKAGIT COUNTY



TRAIL & STREAM PLAN - PHASE 1

Scale: 1" = 40'



PARKING AREA PLAN

Scale: 1" = 40'

LEGEND:

- SAWCUT
- HIGH-VISIBILITY FENCE/ CLEARING AND GRUBBING LIMITS
- ISOLATION WALL
- STRAW WATTLE
- CUT LIMIT
- FILL LIMIT
- REMOVE ASPHALT CONCRETE PAVEMENT, FULL DEPTH
- REMOVE GRAVEL ROADWAY, FULL DEPTH
- CLEAN ROADWAY SURFACE
- PROTECT TREE
- TR# — TREE REMOVAL ID (SEE TABLE OF TREE REMOVALS, NEXT SHEET)

PERMIT DRAWING

REPLACE EXISTING METAL PIPE CULVERT WITH A PEDESTRIAN BRIDGE

DATUM: NAVD 88

ADJACENT PROPERTY OWNERS:
1) P43895 STATE DEPT OF GAME
2) P64306 CEDARGROVE MAINTENANCE CO
3) P43899 OVENELL-CARTER KARIN N ETAL
4) P64077 COCCHI JACHE

CEDAR GROVE AVENUE
(OVENELL SLOUGH)
CULVERT REPLACEMENT

LOCATION: CEDAR GROVE AVENUE

LAT/LONG: 48° 31' 41.10" N, 121° 44' 18.39" W

SHEET: 3 OF 8 DATE: 11/20/2020

SITE PREPARATION AND TESC PLAN – PHASE I

APPLICANT: SKAGIT COUNTY PUBLIC WORKS
IN: OVENELL SLOUGH
AT: SKAGIT RIVER
COUNTY: SKAGIT

STATE: WA

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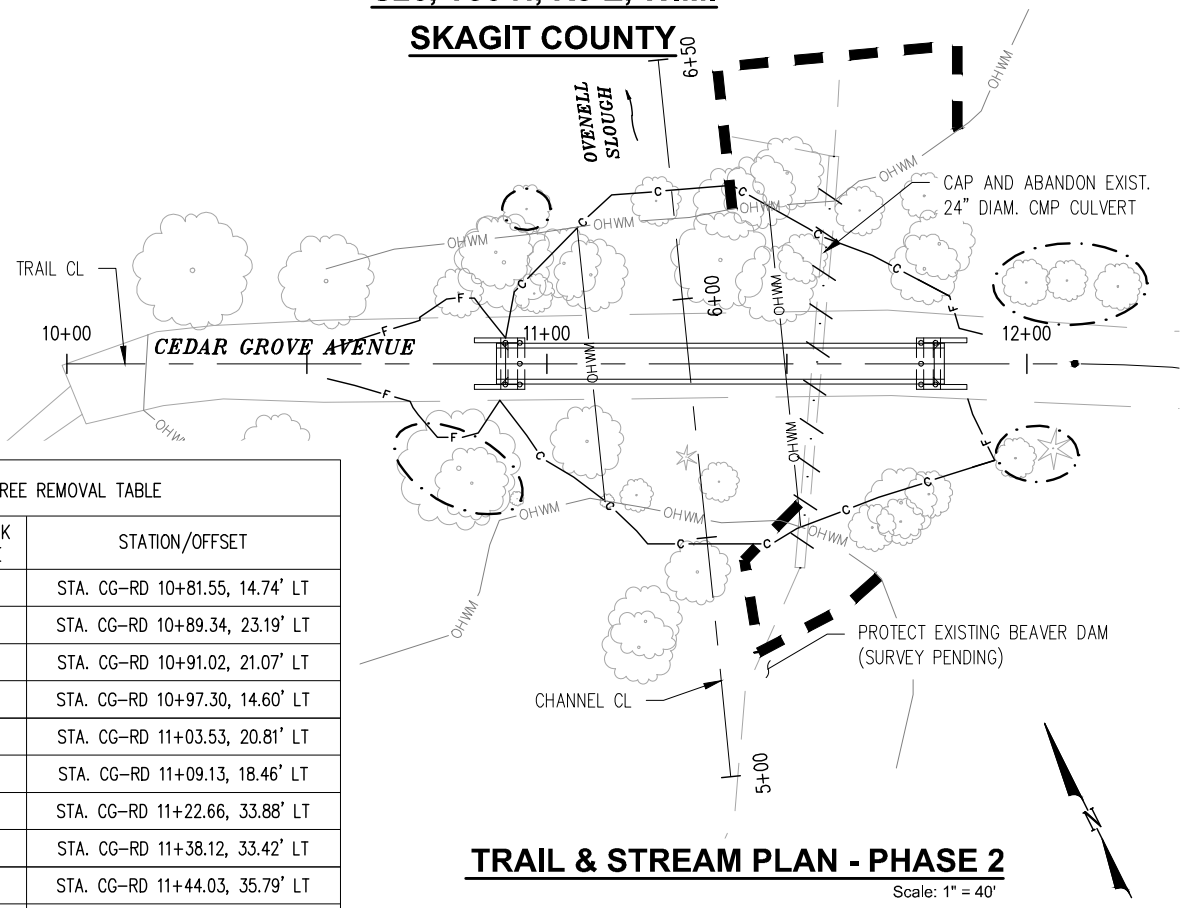
SKAGIT COUNTY



TRAIL & STREAM PLAN - PHASE 2

Scale: 1" = 40'

TREE REMOVAL TABLE			
ID	TYPE	TRUNK SIZE	STATION/OFFSET
TR1	D	12"	STA. CG-RD 10+81.55, 14.74' LT
TR2	D	18"	STA. CG-RD 10+89.34, 23.19' LT
TR3	D	24"	STA. CG-RD 10+91.02, 21.07' LT
TR4	D	10"	STA. CG-RD 10+97.30, 14.60' LT
TR5	D	18"	STA. CG-RD 11+03.53, 20.81' LT
TR6	D	18"	STA. CG-RD 11+09.13, 18.46' LT
TR7	D	12"	STA. CG-RD 11+22.66, 33.88' LT
TR8	D	18"	STA. CG-RD 11+38.12, 33.42' LT
TR9	D	18"	STA. CG-RD 11+44.03, 35.79' LT
TR10	D	18"	STA. CG-RD 11+50.00, 39.68' LT
TR11	D	24"	STA. CG-RD 11+36.10, 21.56' LT
TR12	D	20"	STA. CG-RD 11+47.71, 16.47' LT
TR13	D	12"	STA. CG-RD 11+53.25, 21.92' LT
TR14	D	18"	STA. CG-RD 11+08.31, 16.29' RT
TR15	C	6"	STA. CG-RD 11+28.86, 19.48' RT
TR16	D	4"	STA. CG-RD 11+12.54, 28.66' RT
TR17	D	8"	STA. CG-RD 11+18.59, 27.47' RT
TR18	D	10"	STA. CG-RD 11+35.80, 24.65' RT
TR19	D	16"	STA. CG-RD 11+31.35, 43.46' RT
TR20	D	12"	STA. CG-RD 11+65.11, 31.85' LT
TR21	D	12"	STA. CG-RD 11+78.59, 34.96' LT
TR22	D	18"	STA. CG-RD 11+81.74, 74.96' LT
TR23	D	18"	STA. CG-RD 11+78.63, 19.76' LT
TR24	D	12"	STA. CG-RD 11+79.56, 27.19' RT
TR25	D	18"	STA. CG-RD 11+73.78, 28.97' RT
TR26	D	12"	STA. CG-RD 11+73.70, 32.90' RT
TR27	D	12"	STA. CG-RD 11+67.76, 34.14' RT

LEGEND:

- ABANDON CULVERT (FILL WITH CDF, CAP AT BOTH ENDS)
- HIGH-VISIBILITY FENCE/ CLEARING AND GRUBBING LIMITS
- ISOLATION WALL
- SW — STRAW WATTLE
- C — CUT LIMIT
- F — FILL LIMIT
- OHWM — OHWM (EXISTING)
- OHWM — OHWM (PROPOSED)
- PROTECT TREE

PERMIT DRAWING

REPLACE EXISTING METAL PIPE CULVERT WITH A PEDESTRIAN BRIDGE

DATUM: NAVD 88

ADJACENT PROPERTY OWNERS:
1) P43895 STATE DEPT OF GAME
2) P64306 CEDARGROVE MAINTENANCE CO
3) P43899 OVENELL-CARTER KARIN N ETAL
4) P64077 COCCHI JACHE

CEDAR GROVE AVENUE
(OVENELL SLOUGH)
CULVERT REPLACEMENT

LOCATION: CEDAR GROVE AVENUE

LAT/LONG: 48° 31' 41.10" N, 121° 44' 18.39" W

SHEET: 4 OF 8 DATE: 11/20/2020

SITE PREPARATION AND TESC PLAN – PHASE II

APPLICANT: SKAGIT COUNTY PUBLIC WORKS
IN: OVENELL SLOUGH
AT: SKAGIT RIVER
COUNTY: SKAGIT

STATE: WA

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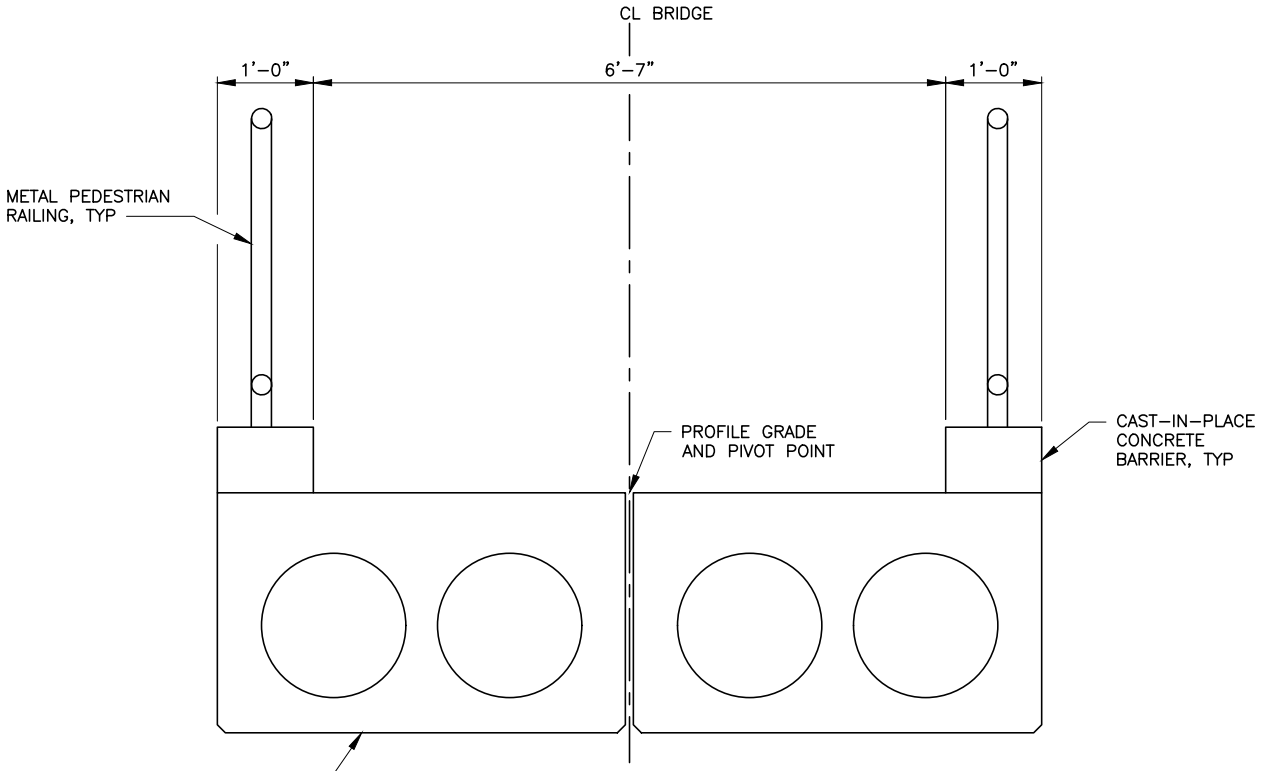
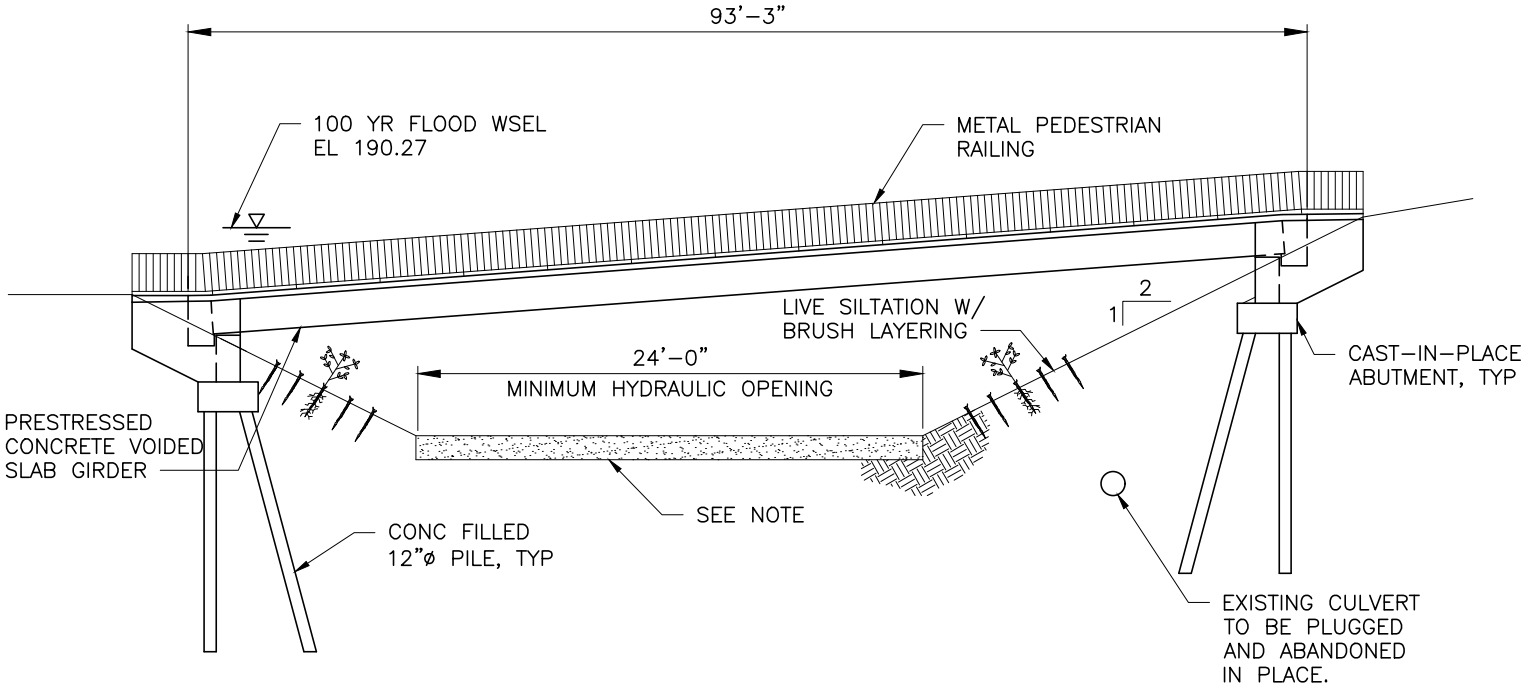


TYPICAL BRIDGE SECTION

SCALE: 1/2" =1'-0"



NOTE:
EXCAVATION SHALL STOP AT FINISH GRADE IF NATIVE SOILS ARE FOUND. OVER EXCAVATE AND "USE" STREAMBED SEDIMENT IF ROAD FILL MATERIALS ARE FOUND.

BRIDGE ELEVATION

SCALE: 3/4" =1'-0"

PERMIT DRAWINGS

REPLACE EXISTING METAL PIPE CULVERT WITH A PEDESTRIAN BRIDGE

DATUM: NAVD 88

ADJACENT PROPERTY OWNERS:
1) P43895 STATE DEPT OF GAME
2) P64306 CEDARGROVE MAINTENANCE CO
3) P43899 OVENELL-CARTER KARIN N ETAL
4) P64077 COCCHI JACHE

CEDAR GROVE AVENUE
(OVENELL SLOUGH)
CULVERT REPLACEMENT

LOCATION: CEDAR GROVE AVENUE

LAT/LONG: 48° 31' 41.10" N, 121° 44' 18.39" W

SHEET: 5 OF 8 DATE: 11/20/2020

BRIDGE SECTION
AND ELEVATION

APPLICANT: SKAGIT COUNTY PUBLIC WORKS
IN: OVENELL SLOUGH
AT: SKAGIT RIVER
COUNTY: SKAGIT

STATE: WA

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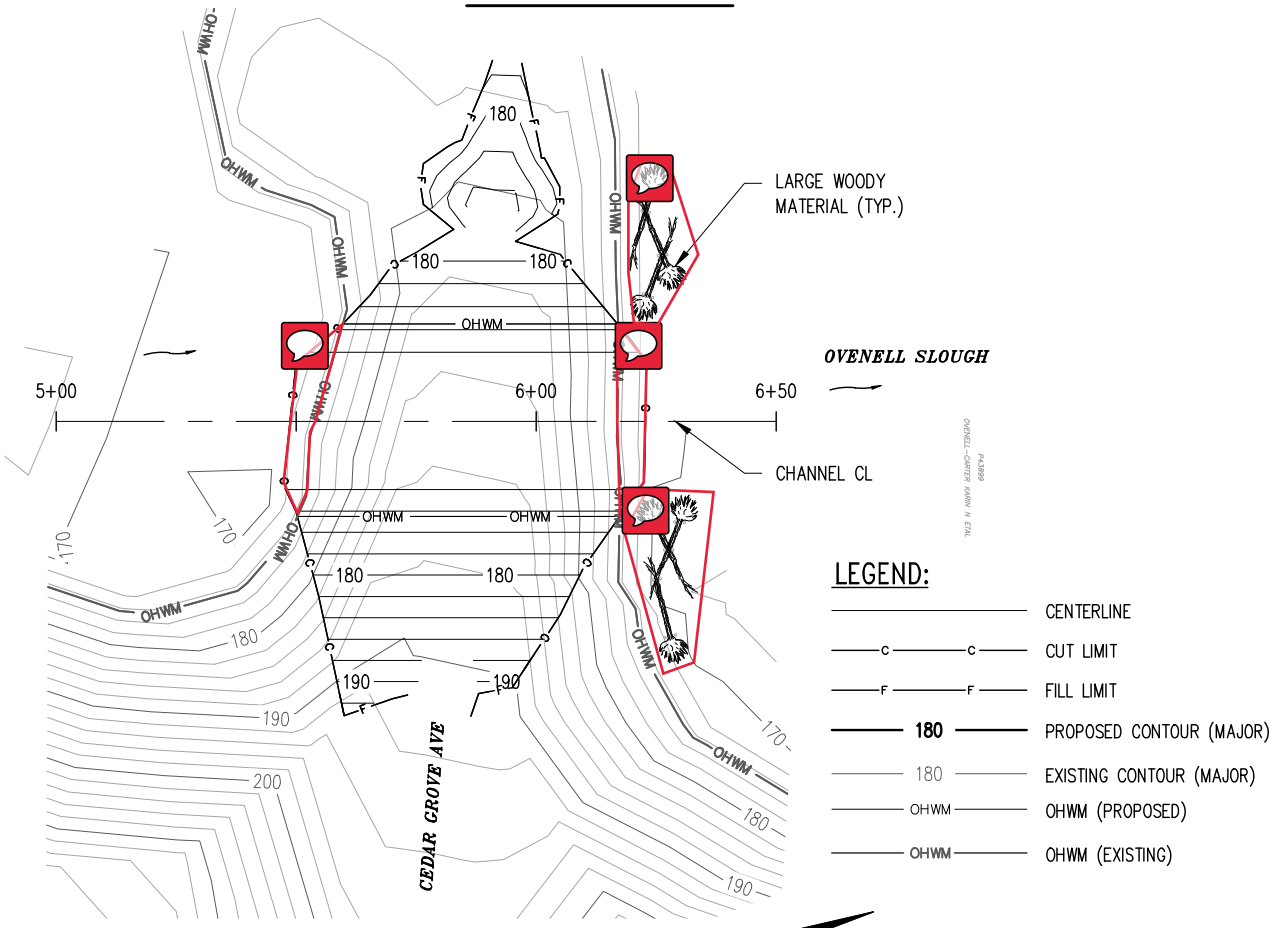
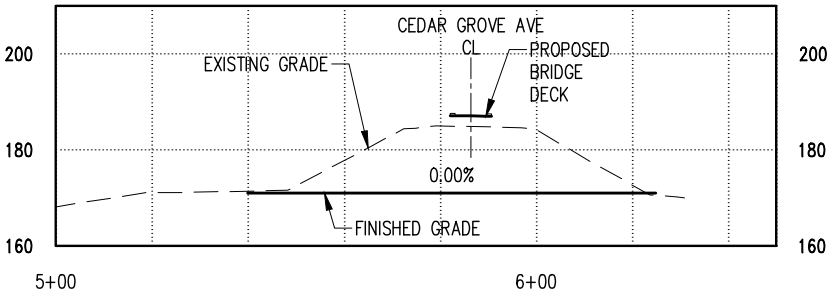
SKAGIT COUNTY



STREAM GRADING PLAN
Scale: 1" = 40'



STREAM PROFILE
Scale: H. 1" = 40'; V. 1" = 40'

PERMIT DRAWING

REPLACE EXISTING METAL PIPE CULVERT WITH A PEDESTRIAN BRIDGE

DATUM: NAVD 88

ADJACENT PROPERTY OWNERS:
1) P43895 STATE DEPT OF GAME
2) P64306 CEDARGROVE MAINTENANCE CO
3) P43899 OVENELL-CARTER KARIN N ETAL
4) P64077 COCCHI JACHE

CEDAR GROVE AVENUE
(OVENELL SLOUGH)
CULVERT REPLACEMENT

LOCATION: CEDAR GROVE AVENUE
LAT/LONG: 48° 31' 41.10" N, 121° 44' 18.39" W

SHEET: 6 OF 8 DATE: 11/20/2020

STREAM GRADING PLAN & PROFILE

APPLICANT: SKAGIT COUNTY PUBLIC WORKS
IN: OVENELL SLOUGH
AT: SKAGIT RIVER
COUNTY: SKAGIT

STATE: WA

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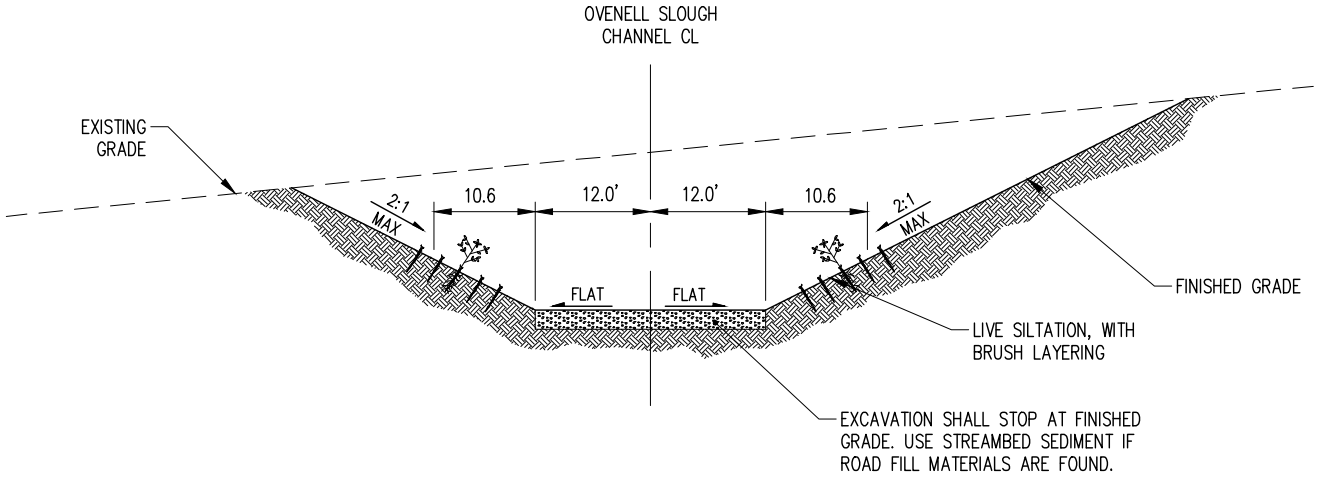
SKAGIT COUNTY



TYPICAL STREAM SECTION

Scale: 1" = 20'

PERMIT DRAWING

REPLACE EXISTING METAL PIPE CULVERT WITH A PEDESTRIAN BRIDGE

DATUM: NAVD 88

ADJACENT PROPERTY OWNERS:
1) P43895 STATE DEPT OF GAME
2) P64306 CEDARGROVE MAINTENANCE CO
3) P43899 OVENELL-CARTER KARIN N ETAL
4) P64077 COCCHI JACHE

CEDAR GROVE AVENUE
(OVENELL SLOUGH)
CULVERT REPLACEMENT

LOCATION: CEDAR GROVE AVENUE

LAT/LONG: 48° 31' 41.10" N, 121° 44' 18.39" W

SHEET: 7 OF 8 DATE: 11/20/2020

TYPICAL STREAM SECTION

APPLICANT: SKAGIT COUNTY PUBLIC WORKS
IN: OVENELL SLOUGH
AT: SKAGIT RIVER
COUNTY: SKAGIT

STATE: WA

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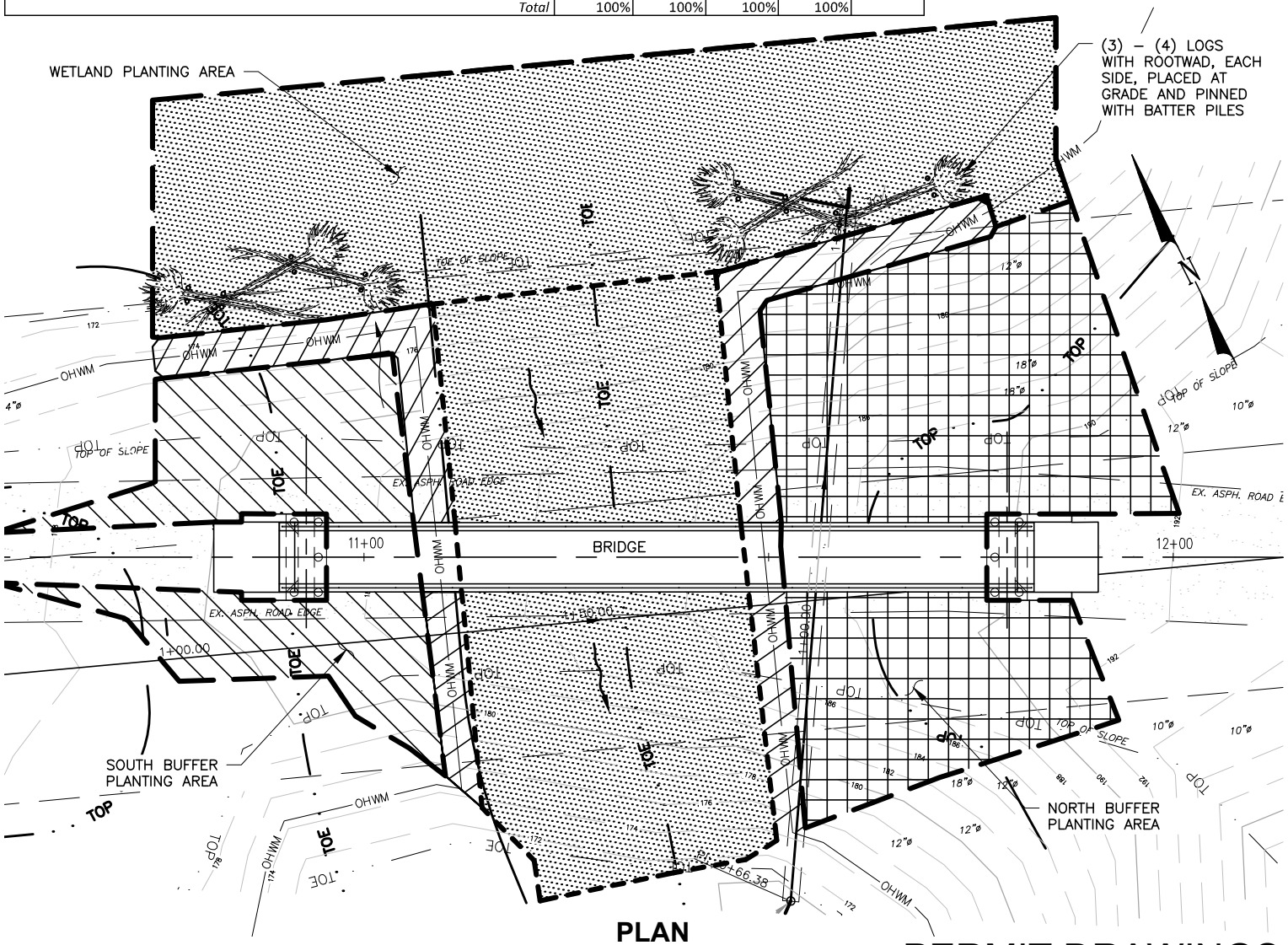
TYPE	LATIN NAME	COMMON NAME	Container Size	Plant Quantities				
			SIZE	North side buffer	South side buffer	Wetland areas	Transition zone	Total
Tree	*Acer circinatum*	vine maple	2 GAL	8%	8%			
Tree	*Acer macrophyllum*	bigleaf maple	2 GAL	8%	8%			
Tree	*Alnus rubra*	red alder	2 GAL	8%	8%		10%	
Tree	*Picea sitchensis*	Sitka spruce	2 GAL				10%	
Tree	*Pseudotsuga menziesii*	Douglas-fir	2 GAL	8%	8%			
Tree	*Salix sitchensis*	Pacific Willow	live stake			34%		
Tree	*Thuja plicata*	Western redcedar	2 GAL				10%	
Shrub	*Cornus sericea*	red-osier dogwood	1 GAL				20%	
groundcover	*Gaultheria shallon*	salal	1 GAl	16%	16%			
Shrub	*Lonicera involucrata*	twinberry	1 GAL			33%		
Shrub	*Oemlaria cerasiformis*	Indian Plum	1 GAL	10%	10%			
shrub	*Physocarpus capitatus*	ninebark	1 GAL				20%	
groundcover	*Mahonia aquifolium*	tall Oregon grape	1 GAL	16%	16%			
Shrub	*Rubus spectabilis*	salmonberry	1 GAL				30%	
Shrub	*Sambucus racemosa*	red elderberry	1 GAL	10%	10%			
Shrub	*Spiraea douglasii*	Spiraea; hardhack	1 GAL			33%		
Fern	*Polystichum muntum*	swordfern	1 GAL	16%	16%			
			Total	100%	100%	100%	100%	

LEGEND

- TOE PROTECTION EXTENTS, LIVE SILTATION WITH BRUSH LAYERING
- OHWM — APPROXIMATE OHWM
- PLANTING LIMITS
- RECONSTRUCTED CHANNEL
- SOUTH BUFFER PLANTING AREA
- NORTH BUFFER PLANTING AREA
- WETLAND PLANTING AREA



PLAN

SCALE: 1" =20'

PERMIT DRAWINGS

REPLACE EXISTING METAL PIPE CULVERT WITH A PEDESTRIAN BRIDGE

DATUM: NAVD 88

ADJACENT PROPERTY OWNERS:
1) P43895 STATE DEPT OF GAME
2) P64306 CEDARGROVE MAINTENANCE CO
3) P43899 OVENELL-CARTER KARIN N ETAL
4) P64077 COCCHI JACHE

CEDAR GROVE AVENUE
(OVENELL SLOUGH)
CULVERT REPLACEMENT

LOCATION: CEDAR GROVE AVENUE

LAT/LONG: 48° 31' 41.10" N, 121° 44' 18.39" W

SHEET: 8 OF 8 DATE: 11/20/2020

BRIDGE PLAN

APPLICANT: SKAGIT COUNTY PUBLIC WORKS
IN: OVENELL SLOUGH
AT: SKAGIT RIVER
COUNTY: SKAGIT

STATE: WA

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WASHINGTON STATE Recreation and Conservation Office

RCO Project Agreement

Project Sponsor: Skagit County Public Works

Project Title: Cedar Grove Fish Passage Improvement

Project Number: 18-1490R

Approval Date: 01/10/2019

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Agreement (Agreement) is entered into between the State of Washington by and through the Salmon Recovery Funding Board (SRFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and by and through the Skagit County Public Works (Sponsor, and primary Sponsor), 1800 Continental Place, Mount Vernon, WA 98273-5625, and shall be binding on the agents and all persons acting by or through the parties.

The Sponsor's Data Universal Numbering System (DUNS) Number is 071839493.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) (including indemnification and waiver of sovereign immunity, if applicable, as provided therein), (3) enter any amendments thereto on behalf of the Sponsors, and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all sponsors, unless otherwise allowed in Amendments and Agreement Section.

If a Sponsor wishes to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization, the Sponsor has the obligation to provide to RCO in writing a new Applicant Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, RCO will be entitled to rely upon the fact that the current Authorized Representative/Agent has the authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

Skagit County will use this grant to restore fish passage to the Cedar Grove Avenue culvert in Concrete, WA (WDFW Site ID: FC14). The removal of a barrier culvert and replacement with a pedestrian bridge will restore fish passage to rearing habitat for coho and Chinook salmon, and steelhead trout. According to the Preliminary Design Report – Cedar Grove Culvert Replacement by Tuttle Engineering for SFEG (RCO #15-1166), WDFW has surveyed the site at least twice, noting the site is "a large, wall-base channel fed by numerous springs." Beaver dams found throughout the site are "increasing the amount of available habitat." SFEG used aerial photography to estimate that at least 1,200 feet of channel are upstream of the culvert and linked to an estimated 2.4 acres of ponded or seasonally inundated habitat.

Skagit County owns and maintains the road up to the slough while Washington Department of Fish and Wildlife (WDFW) owns and maintains the parcel (RCO #68-603) located between Ovenell Slough and the Skagit River. The culvert is located in the old river slough and currently only provides pedestrian access to the WDFW site as Cedar Grove Avenue is blocked to vehicular access approximately 100 feet south of the existing crossing. The culvert is a fish blockage to important rearing areas for juvenile salmonids and restricts natural flow and sediment transport.

PERIOD OF PERFORMANCE

The period of performance begins on July 1, 2019 (project start date) and ends on July 1, 2022 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Agreement are hereby incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this restoration project, the sponsor's on-going obligations shall be for a minimum of ten (10) years, or more as specific in the Landowner Agreement, after the final payment and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board.

PROJECT FUNDING

The total grant award provided for this project shall not exceed $564,892.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
SRFB - Puget Sound Acq. & Restoration	84.56%	$564,892.00	State
Project Sponsor	15.44%	$103,180.00	
Total Project Cost	100.00%	$668,072.00	

FEDERAL FUND INFORMATION

This project is match to the following federal funding source(s) and the same provisions apply as if this project were funded by the federal funding source(s) as a federal subaward:

Federal Agency: US Environmental Protection Agency
Catalog of Federal Domestic Assistance Number and Name: 66.456 - PSP
Federal Award Identification Number: CE-01J31901
Federal Fiscal Year: 2017
Federal Award Date: 09/08/2017
Total Federal Award: $17,438,600
Federal Award Project Description: This Base Grant is for the Puget Sound National Estuary Program. This backbone organization role includes: Program level financial management; researching funding opportunities; providing program match for local and tribal capacity grants; demonstrating sound fiscal management practices; Administering the Partnership's Boards and partners in the development of the Action Agenda; Supporting direct public engagement; Coordinating and implementing a strategic science program to support Puget Sound ecosystem recovery; Ecosystem Assessment and Monitoring; and Reporting on outputs and outcomes.

This funding is not research and development (R&D).

If the Sponsor's total federal expenditures are $750,000 or more during the Sponsor's fiscal-year, the Sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200, Sub Part F–Audit Requirements, Section 500 (2013). The Sponsor must provide a copy of the final audit report to RCO within nine months of the end of the Sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

RCO may suspend all reimbursements if the Sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any and all RCO Agreement(s) with the Sponsor if such noncompliance is not promptly cured.

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor

scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO's director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding on the Sponsor if the representative/agent signing has been authorized to do so by Applicant Resolution/Authorization provided to the RCO and such Applicant Resolution/Authorization has not been withdrawn by the governing body in a subsequent resolution.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, and any applicable federal program and accounting rules effective as of the date of this Agreement, and with respect to any amendments to this Agreement, as of the effective date of that amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

For the purpose of this Agreement, WAC Title 420, SRFB policies, and shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- Restoration Projects - Manual 5
- Salmon Recovery Grants - Manual 18

SPECIAL CONDITIONS

None

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Sponsor Project Contact
Emily Derenne
Habitat Restoration Specialist
1800 Continental Pl
Mount Vernon, WA 98273
emilyjd@co.skagit.wa.us

RCO Contact
Marc Duboiski
Natural Resources Building
PO Box 40917
Olympia, WA 98504-0917
marc.duboiski@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and 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.

EFFECTIVE DATE

This Agreement, for project 18-1490, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RECREATION AND CONSERVATION OFFICE AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Skagit County Public Works

By: Attachment **Date:** 8-5-19

Name (printed): Dan Berentson

Title: Pw Director

State of Washington Recreation and Conservation Office
On behalf of the Salmon Recovery Funding Board (SRFB or funding board)

By: **Date:** 8/22/19

Kaleen Cottingham
Director
Recreation and Conservation Office

SEE ATTACHED

Pre-approved as to form:

By: **Date:** 01/01/2019

Assistant Attorney General

RECEIVED
AUG 20 2019
WA STATE
RECREATION AND CONSERVATION OFFICE

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Restoration Metrics

Worksite #1, Cedar Grove Avenue

Targeted salmonid ESU/DPS (A.23):	Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU, Coho Salmon-Puget Sound/Strait of Georgia ESU, Pink Salmon-Odd year ESU, Steelhead-Puget Sound DPS
Targeted species (non-ESU species):	Bull Trout, Cutthroat, Rainbow, Searun Cutthroat
Miles of Stream and/or Shoreline Treated or Protected (C.0.b):	0.45
Project Identified In a Plan or Watershed Assessment (C.0.c):	Skagit Chinook Recovery Plan Skagit River System Cooperative and Washington Department of Fish and Wildlife, 2005.
Type Of Monitoring (C.0.d.1):	None

Fish Passage Improvement

Type Of Barrier (C.2.b.3):	Culvert
Miles Of Stream Made Accessible (C.2.b.1):	0.25

Bridge installed or improved (C.2.g.1)

Miles of stream made accessible by bridge installation/repair (C.2.g.3):	0.25
Number of bridges (C.2.g.2):	1

Permits

Obtain permits

Architectural & Engineering

Architectural & Engineering (A&E)

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Project Start	07/01/2019	
	Bid Awarded/Contractor Hired	09/01/2019	Design consultant - following RFP and selection process
	Annual Project Billing Due	11/30/2019	
	Progress Report Due	11/30/2019	
	Cultural Resources Complete	12/01/2019	Cultural Resources Survey or Monitoring required. See instruction in letter dated February 2019.
	Preliminary Design to RCO	12/31/2019	Following value engineering exercise
	Applied for Permits	01/31/2020	
	Other	04/30/2020	Three months following receipt of RCO comments on 60% design
	Progress Report Due	05/31/2020	
	Landowner Agreement to RCO	06/30/2020	
	Bid Awarded/Contractor Hired	10/01/2020	Construction contractor - six week formal bid process
	Progress Report Due	11/30/2020	
	Progress Report Due	05/31/2021	
	Restoration Started	07/01/2021	
	RCO Final Inspection	10/31/2021	
	Progress Report Due	11/30/2021	
	Restoration Complete	12/31/2021	
	Funding Acknowl Sign Posted	04/30/2022	
	Progress Report Due	05/31/2022	
	Agreement End Date	07/01/2022	
	Final Report Due	10/01/2022	
	Final Billing Due	10/01/2022	
	Final Design to RCO	10/10/2022	As-builts

Standard Terms and Conditions of the Recreation and Conservation Office

Table of Contents

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE 8
CITATIONS, HEADINGS AND DEFINITIONS 8
PERFORMANCE BY THE SPONSOR 10
ASSIGNMENT 10
RESPONSIBILITY FOR PROJECT 10
INDEMNIFICATION 10
INDEPENDENT CAPACITY OF THE SPONSOR 11
CONFLICT OF INTEREST 11
COMPLIANCE WITH APPLICABLE LAW 11
RECORDS 12
PROJECT FUNDING 13
PROJECT REIMBURSEMENTS 13
ADVANCE PAYMENTS 14
RECOVERY OF PAYMENTS 15
COVENANT AGAINST CONTINGENT FEES 15
INCOME (AND FEES) AND USE OF INCOME 15
PROCUREMENT REQUIREMENTS 15
TREATMENT OF EQUIPMENT AND ASSETS 16
RIGHT OF INSPECTION 16
STEWARDSHIP AND MONITORING 17
ACKNOWLEDGMENT AND SIGNS 17
PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS 17
LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS 18
CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS 18
PROVISIONS FOR FEDERAL SUBAWARDS 18
PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS 20
PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS 20
ORDER OF PRECEDENCE 24
LIMITATION OF AUTHORITY 24
WAIVER OF DEFAULT 24
APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH 24
SPECIFIC PERFORMANCE 24
TERMINATION AND SUSPENSION 24
DISPUTE HEARING 25
ATTORNEYS' FEES 26
GOVERNING LAW/VENUE 26
SEVERABILITY 26
END OF AGREEMENT 26

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This agreement reflects Standard Terms and Conditions as of 07/02/2019.

CITATIONS, HEADINGS AND DEFINITIONS

A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.

B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement or project agreement – The document entitled "Recreation and Conservation Office Agreement" accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the Recreation and Conservation Office Agreement, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Agreement subject to any limitations on their effect .

applicable manual(s) -- A manual designated in this Agreement to apply as terms of this Agreement, subject to substitution of the "RCO director" for instances where the term "board" occurs.

applicable WAC(s) -- Designated chapters or provisions of the Washington Administrative Code that are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the "RCO director" for instances where the term "board" occurs.

applicant – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds administered by RCO.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or $5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

long-term compliance period – The period of time after the project end date or end of the period of performance (depending on the project types and grant program). During this period, the Sponsor has continuing obligations under the Agreement. This period may have a nonspecific end date (in perpetuity) or an expressly specified number of years.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and applicable regulations and policies.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. This administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federaly funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project – A project that brings a site back to its historic function as part of a natural ecosystem or improving the ecological functionality of a site.

restoration and/or enhancement project – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

RCW – Revised Code of Washington

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

useful service life – Period during which an asset or property is expected to be useable for the purpose it was acquired, developed, renovated, and/or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, 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 RCO. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

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 RCO.

RESPONSIBILITY FOR PROJECT

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement . The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is Sponsored by more than one entity, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO has no responsibility for reviewing, approving, overseeing or supervising design or construction of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO will act only to confirm at a general, lay, and nontechnical level, solely for the purpose of compliance and payment and not for safety or suitability, that the project has apparently been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any

other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or the negligence of the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

This provision shall be included in any agreement between Sponsor and any contractors, subcontractor and vendor, of any tier.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; 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 herein, RCO 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 RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and

all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.

C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries .

1. **Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130).** If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

D. **Archaeological and Cultural Resources.** RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The Sponsor must assist RCO in compliance with Governor's Executive Order 05-05 or the National Historic Preservation Act before and after initiating ground-disturbing activity or construction, repair, installation, rehabilitation, renovation, or maintenance work on lands, natural resources, or structures. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the Sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.

E. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

F. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

RECORDS

A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.

B. **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 from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. 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.

C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.

D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

A. **Authority**. This Agreement and funding is made available to Sponsor through the RCO.

B. **Additional Amounts**. The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement .

C. **Before the Agreement**. No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

D. **Requirements for Federal Subawards.** Pre-Agreement costs before the federal award date in the FEDERAL FUND INFORMATION Section are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).

E. **After the Period of Performance**. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, which ever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.

B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.

C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.

D. **Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:

1. All approved or required activities outlined in the Agreement are done;
2. On-site signs are in place (if applicable);
3. A final project report is submitted to and accepted by RCO;
4. Any other required documents and media are complete and submitted to RCO;
5. A final reimbursement request is submitted to RCO;
6. The completed project has been accepted by RCO;
7. Final amendments have been processed;
8. Fiscal transactions are complete, and
9. RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

E. **Requirements for Federal Subawards:** Match. The Sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:

1. Are verifiable from the non-Federal entity's (Sponsor's) records;
2. Are not included as contributions for any other Federal award;
3. Are necessary and reasonable for accomplishment of project or program objectives;
4. Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013);
5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
6. Are provided for in the approved budget when required by the Federal awarding agency identified in the FEDERAL FUND INFORMATION Section of this Agreement; and
7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.

F. **Requirements for Federal Subawards:** Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:

1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property rust relationship and 200.329 Reporting on real property (2013).

ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

RECOVERY OF PAYMENTS

A. **Recovery for Noncompliance.** 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 the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

B. **Overpayment Payments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

C. **Requirements for Federal Subawards.** RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on 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. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.

B. **Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:

1. The Sponsor's matching resources;
2. The project's total cost;
3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
5. Capital expenses for similar acquisition and/or development and renovation; and/or
6. Other purposes explicitly approved by RCO.

C. **Fees**. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:

1. Grant program laws, rules, and applicable manuals;
2. Value of any service(s) furnished;
3. Value of any opportunities furnished; and
4. Prevailing range of public fees in the state for the activity involved.

D. **Requirements for Federal Subawards.** Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

PROCUREMENT REQUIREMENTS

A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:

1. Publish a notice to the public requesting bids/proposals for the project;

2. Specify in the notice the date for submittal of bids/proposals;

3. Specify in the notice the general procedure and criteria for selection; and

4. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.

5. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

   Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

   This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

B. **Requirements for Federal Subawards.**

   1. For all Federal subawards, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement , unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

C. **Requirements for Federal Subawards**. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):

   1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

   2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

   3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

   4. Adequate maintenance procedures must be developed to keep the property in good condition.

   5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, 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, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure has been executed, it will further stipulate and define the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

ACKNOWLEDGMENT AND SIGNS

A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.

B. **Signs.**

1. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and

2. During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.

C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.

PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

A. **Operations and Maintenance**. Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement Entity and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.

B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.

1. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.

C. **Control and Tenure**. The Sponsor must provide documentation that shows appropriate tenure (such as landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in this Agreement and any applicable manual as of the effective date of this Agreement and determines the long-term compliance period unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.

D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009", "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

A. **Long-Term Obligations**. Sponsor shall comply with the terms of this Agreement.

B. **Perpetuity**. For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. RCO requires that the project area continue to function as intended after the period of performance in perpetuity.

C. **Conversion**. The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon the terms of this Agreement, including without limitation all WACs and manuals deemed applicable and all applicable laws.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement, any applicable manual or WAC, or any applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per this Agreement and the applicable manuals, WACs and laws, and the RCO may pursue such remedies as the above allows.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

A. **Property and facility operation and maintenance**. Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:

1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
2. In a reasonably safe condition for the project's intended use;
3. Throughout its estimated useful service life so as to prevent undue deterioration;
4. In compliance with all federal and state nondiscrimination laws, regulations and policies.

B. **Open to the public**. Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:

1. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
3. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

PROVISIONS FOR FEDERAL SUBAWARDS

The following provisions shall be in force for this agreement:

A. **Sub-Recipient** (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring

the costs.

B. **Binding Official.** Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

C. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

1. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

2. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

D. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in the Federal Fund Information Section.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

E. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient

(Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).

H. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

I. **Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

J. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).

K. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

L. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS

The following provisions shall be in force for this Agreement, funded in part or wholly from the Puget Sound Acquisition and Restoration program.

The Sponsor agrees to the following terms and conditions:

A. **Cost Principles/Indirect Costs For State Agencies.** GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously

established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

B. **Credit and Acknowledgement.** In addition to the ACKNOWLEDGEMENT AND SIGNS SECTION, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.

C. **Hotel Motel Fire Safety Act.** Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ http://www.usfa.dhs.gov/applications/hotel to see if a property is in compliance or to find other information about the Act.

D. **Drug Free Workplace Certification.** Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.

E. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.

F. **Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA).** This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award.

" The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

G. **Lobbying.** The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities.

The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding $100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each expenditure.

All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

H. **Reimbursement Limitation.** If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to

reimburse the Sponsor for costs incurred in excess of the RCO approved budget.

I. **Disadvantaged Business Enterprise Requirements.** The Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.

J. **Minority and Women's Business Participation.** Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows: Purchased Goods 8% MBE 4% WBE; Purchased Services 10% MBE 4% WBE; Professional Services 10% MBE 4% WBE.

Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

K. **MBE/WBE Reporting.** In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
2. $3,000 or more is included for supplies; or
3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
4. Described in items (a) and (b).

When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or $3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor's region. Contact information can be found at http://www.epa.gov/osbp/contactpage.htm. The coordinators also can answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

L. **Procurement involving an EPA Financial Assistance Agreement.** Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and

Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.

5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.

6. If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.

M. **Lobbying & Litigation.** By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding $100,000, EPA requires the following certification and disclosure forms:

1. Certification Regarding Lobbying, EPA Form 6600-06: http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf

2. Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf

3. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

N. **Payment to Consultants.** EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices).

Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is $602.24 per day $75.28 per hour.

O. **Peer Review.** Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

P. **International Travel (Including Canada).** All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.

Q. **Unliquidated Obligations (ULO).** Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

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 a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

A. Federal law and binding executive orders;

B. Code of federal regulations;

C. Terms and conditions of a grant award to the state from the federal government;

D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;

E. State law (constitution, statute);

F. Washington Administrative Code;

G. Applicable RCO manuals.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate by writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO relies on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement and /or enforcement of long-term obligations. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement , or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO will require strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. **For Cause.**

1. The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:

    a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;

    b. If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or

    c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;

2. Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.

3. RCO 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 the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

    1. The Sponsor was not in default; or

    2. Failure to perform was outside Sponsor's control, fault or negligence.

C. **Rights of Remedies of the RCO.**

    1. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

    2. In the event this Agreement is terminated by the director , after any portion of the grant amount has been paid to the Sponsor under this Agreement , the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO'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.

    1. **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement , when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

A. The disputed issues;

B. The relative positions of the parties;

C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

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

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

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.

END OF AGREEMENT

This is the end of the agreement.

DATED this 12 day of August, 2019.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Lisa Janicki, Chair

Ron Wesen, Commissioner

Kenneth A. Dahlstedt, Commissioner

Attest:

Clerk of the Board

For contracts under $5,000:
Authorization per Resolution R20030146

County Administrator

Recommended:

Department Head

Approved as to form:

8/1/19

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

(8-7-19)

Risk Manager

Approved as to budget:

Budget & Finance Director

RECEIVED
AUG 20 2019
WA STATE
RECREATION AND CONSERVATION OFFICE

Cultural Resources Assessment for the Proposed Cedar Grove Culvert Replacement Project, Skagit County, Washington

By:
Ed P. Arthur

Report Prepared For:

Skagit Fisheries Enhancement Group
P.O. Box 2497
Mount Vernon, Washington 98273

U.S. Army Corps of Engineers Permit Reference #:
Permit Application Pending

Caldera Archaeology Technical Report 1216C
January 10, 2017

P.O. Box 944 – Bellingham, WA 98227-0944 – (360) 332.2600 – calderaarchaeology.com

Management Summary

Caldera Archaeology completed the archaeological survey and evaluation of the Cedar Grove Culvert Replacement Area of Potential Effects (APE) on behalf of the Skagit Fisheries Enhancement Group to partially fulfill compliance with the regulatory requirements of Section 106 of the National Historic Preservation Act (NHPA). The current survey and assessment was conducted to satisfy regulatory requirements for obtaining a permit from the U.S. Army Corps of Engineers (permit application pending).

Skagit Fisheries Enhancement Group propose to remove a portion of Cedar Grove Avenue roadway and its embankment in order to restore a flood channel to preexisting conditions. A 120-foot long pedestrian bridge will be constructed in its place to provide access to the Skagit River for the residents of the Cedar Grove community. Construction of parking spots for the new pedestrian bridge is also tentatively being considered; those parking spots would potentially be situated within the County Road right-of-way adjacent to the Cedar Grove Community Park. All proposed work and material / equipment staging will take place within the existing 60-foot wide County Road right-of-way.

Our archaeological assessment included review of archaeological site forms and files at the Washington State Department of Archaeology and Historic Preservation (DAHP), review of archival literature, maps, and aerial photographs of the project area held by Skagit County, visual inspection of exposed surface and sub-surface sediments throughout the APE and surrounding area, and excavation of three shovel probes.

No cultural materials were identified during visual inspection of the flood channel banks, none were observed during inspection of the potential parking area or within the sidewalls of the existing road cut through the upper terrace scarp, and none were recovered from the shovel probes.

No archaeological sites or isolates, cultural materials, or historic properties were identified within the APE during the course of this investigation. Caldera Archaeology recommends the Corps assert a Determination of No Historic Properties Affected to the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officers (THPO), and any other consulting or affected parties.

Table of Contents

Management Summary 2
Regulatory Context 5
Area of Potential Effects (APE) and Project Description 6
Geomorphologic Background 8
Cultural Background 10
  Prehistoric Summary 10
  Ethnohistoric Summary 11
  Historic Settlement 12
Archaeological Background 14
  Previously Recorded Archaeological Sites 14
  Previous Archaeological Investigations 15
Research Design 16
  Objectives and Practical Expectations 16
  Field Methods 16
Results 18
  Surface Inspection 18
  Subsurface Conditions 18
Conclusions and Recommendations 22
References Cited 24
Appendix A: Cedar Grove Existing Conditions and Preliminary Design Drawings 28
Appendix B: Shovel Test Probe Data 30

List of Figures

Figure 1. The location of the proposed Cedar Grove Culvert Replacement APE illustrated on a portion of the Lake Shannon USGS 7.5-minute quadrangle map. 7

Figure 2. Location of proposed pedestrian bridge and parking spaces shown on an aerial image of the APE. 8

Figure 3. Approximate location of the Cedar Grove Culvert Replacement APE shown on a 1937 aerial image of the Skagit River; APE location indicated by arrow. Image courtesy of Skagit County GIS. 17

Figure 4. Approximate location of the Cedar Grove Culvert Replacement APE shown on a 1969 aerial image of the Skagit River; APE location indicated by arrow. Image courtesy of Skagit County GIS. 17

Figure 5. The locations of excavated shovel probes shown on an aerial image of the project APE. 19

Figure 6. Overview of existing road embankment; view to northeast. 19

Figure 7. View of cut through terrace scarp from west end of APE; view to east. 20

Figure 8. Conditions within flood channel upstream of road embankment; view to northeast. 20

Figure 9. Conditions within flood channel upstream of road embankment; view to southwest. 21

Figure 10. Subsurface sediments exposed in the sidewall of shovel probe 3. 21

List of Tables

Table 1. Cultural Resources within 1500 meters of the Cedar Grove Culvert Replacement APE. 14

Table 2. Previous Archaeological Investigations within 1500 meters of the Cedar Grove Culvert Replacement APE.. 15

Cultural Resources Assessment for the Proposed Cedar Grove Culvert Replacement Project, Skagit County, Washington

Authors:	Ed P. Arthur
Date:	January 10, 2017
Location:	Skagit County, Washington
USGS Quad:	Lake Shannon, Washington 7.5' (1989)
Township, Range, Sec.:	T. 35 N, R. 8 E, Sec. 14, Willamette Meridian

Regulatory Context

Caldera Archaeology completed the archaeological survey and evaluation of the Cedar Grove Culvert Replacement Area of Potential Effects (APE) on behalf of the Skagit Fisheries Enhancement Group to partially fulfill compliance with the regulatory requirements of Section 106 of the National Historic Preservation Act (NHPA). The current survey and assessment was conducted to satisfy regulatory requirements for obtaining a permit from the U.S. Army Corps of Engineers (permit application pending).

The Corps is the lead federal agency and must comply with the regulations of Section 106 of the National Historic Preservation Act of 1966. Section 106 mandates all federal agencies involved in an undertaking with the potential to affect historic properties must consider the effects of those actions and consult with affected parties. A historic property is defined at 36 CFR part 800.16(l)(1), as follows:

> Historic property means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria.

The Corps is obligated to carry out a good faith effort to identify historic properties (36 CFR part 800.04). The pedestrian survey, subsurface testing, and report preparation by Caldera Archaeology was a concerted effort to identify and report surface and/or buried historic properties within the APE.

Properties that meet the criteria established by the NHPA are eligible for the National Register of Historic Places (NRHP) and must be reviewed following Section 106 mandates. Impacts to a historic property must be avoided, minimized or mitigated. Properties that do not meet eligibility criterion (those which may be archaeological sites but are not historic properties according to the act) are not considered further by the lead federal agency and require no further management consideration. The criteria used to evaluate significant cultural properties are (36 CFR 60.4):

The quality of significance in American history, architecture, archaeology, engineering and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

(A) That are associated with events that have made a significant contribution to the broad patterns of our history; or

(B) That are associated with the lives of persons significant in our past; or

(C) That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or

(D) That have yielded, or may be likely to yield, information important in prehistory or history.

Area of Potential Effects (APE) and Project Description

The Cedar Grove Culvert Replacement APE is located within Skagit County along the left (south) bank of the Skagit River, approximately 0.8 mile southeast of the community of Concrete in the SW ¼ and SE ¼ of Section 14, Township 35N, Range 8E, Willamette Meridian (Figure 1).

Skagit Fisheries Enhancement Group propose to remove a portion of Cedar Grove Avenue roadway and its embankment in order to restore a flood channel to preexisting conditions. A 120-foot long pedestrian bridge will be constructed in its place to provide access to the Skagit River for the residents of the Cedar Grove community. Construction of parking spots for the new pedestrian bridge is also tentatively being considered; those parking spots would potentially be situated within the County Road right-of-way adjacent to the Cedar Grove Community Park. Project plans for the pedestrian bridge are included as Appendix A at the end of this report.

All proposed work and material / equipment staging will take place within the existing 60-foot wide County Road right-of-way. For the purposes of our investigation, the APE is considered to be a linear corridor approximately 150 feet (~ 46 m) in length and 60 feet (~ 18 m) in width along Cedar Grove Avenue where the embankment will be removed and the new pedestrian bridge will be constructed and an area approximately 15 feet (~ 4.5 m) in width and 50 feet (~ 15 m) in length that may potentially be the location of new parking spots (Figure 2).

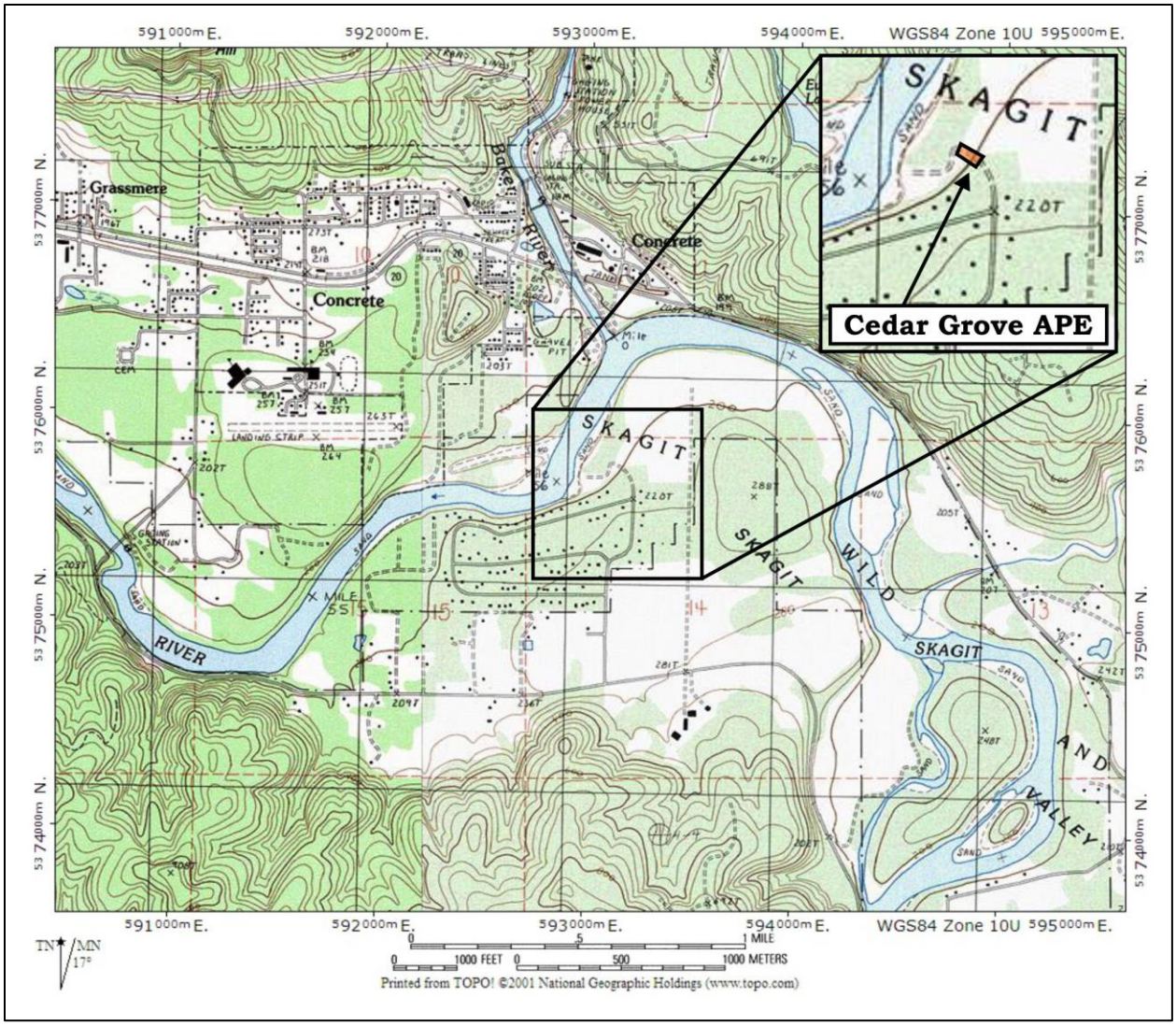

Figure 1. The location of the proposed Cedar Grove Culvert Replacement APE illustrated on a portion of the Lake Shannon USGS 7.5-minute quadrangle map.

Figure 2. Location of proposed pedestrian bridge and parking spaces shown on an aerial image of the APE.

Geomorphologic Background

The Cedar Grove Culvert Replacement APE is located in the lower Skagit valley on the modern Skagit River floodplain and an upper terrace that is likely composed of recessional glacial outwash sediments. The surrounding landscape is the product of Pleistocene glaciation and post-glacial fluvial, estuarine, and deltaic infilling of the Skagit River valley accompanied by deposition of volcanic sediments and lahars from Glacier Peak (Dragovich et al. 2000).

The Fraser Glaciation was the last major phase of glacier growth in western Washington and was marked by three separate stades occurring from 18,000 to 10,000 ^{14}C yr B.P. (Easterbrook 2010). The oldest and most extensive of these was the Vashon Stade which began around 18,000 years ago. Continental ice flowed south into the Puget lowland from source areas in Canada. The ice sheet split into two lobes in the vicinity of the San Juan Islands and continued to flow south and west. The Juan de Fuca lobe terminated in tidewater west of Vancouver Island and north of the Olympic Peninsula while the Puget lobe continued south, reaching its maximum extent south of Olympia approximately 140 miles south of the Canadian border (Easterbrook 2010). Advance of the Puget lobe resulted in the deposition of till over much of the area. Subglacial meltwater excavated the Skagit River valley during the lobes advance. Both lobes began to retreat rapidly between approximately 15,000 to 14,000 years ago (Dethier et al. 1995).

The subglacial and proglacial meltwater from the upper Skagit River basin appears to have drained south along the route of the Sauk and Stillaguamish Rivers during the majority of the Vashon Stade (Tabor et al. 2002). The lower Skagit valley was blocked by a plug of Vashon-age sediments west of its confluence with the Sauk River forcing water to divert south down the Sauk Valley. Incision by the Baker River and other flows eventually breached the blockage and flow from the Skagit River basin took a westerly course down the modern Skagit Valley.

Collapse of the ice-sheet across the eastern Strait of Juan de Fuca and Admiralty Inlet before 13,650±350 ^{14}C yr B.P. (Dethier et al. 1995) at the start of the Everson Interstade allowed sea water to enter ice-free areas that were below relative paleo-sea levels. Following collapse of the ice-sheet, the Skagit Valley west of the project area was a marine embayment whose margin shifted as the depressed crust rebounded after removal of the ice load (Dragovich et al. 2000:11).

Advance outwash deposits, till, and recessional outwash deposits from the Puget lobe are exposed in eroded terraces along the Skagit River (Tabor et al. 2003). Locally the glacial sediments are capped by latest-Holocene alluvium that has been deposited by the Skagit and Baker Rivers.

Volcanic sediments and laharic runout deposits are preserved in the lower Skagit River valley as 3 m to 15 m high terraces adjacent to the modern Skagit River floodplain (Dragovich et al. 2000:5). The volcanic sediments and laharic runout deposits appear to be the result of Glacier Peak eruptive episodes in the middle (~ 5,000 years ago) and possibly late Holocene (~ 1,700 years ago) (Dragovich et al. 2000:2).

The course of the lower Skagit River appears to have varied during the late Holocene, flowing at various times into Skagit Bay, Padilla Bay, and Samish Bay (Dragovich and Grisamer 1998). Dragovich and Grisamer (1998:17) suggest that the influx of volcanogenic sediment into the Skagit Basin at around 1,700 years ago may have rearranged the course of the Skagit River, deflecting the deltaic system from its more direct outlet into Padilla Bay to its current position in Skagit Bay.

Cultural Background

Prehistoric Summary

Presently, the Paleoindian phase is the earliest well documented cultural phase in North America; this cultural phase is associated with distinctive fluted projectile points, commonly called Clovis points. Paleoindian phase materials are somewhat rare in the Northwest, especially west of the Coast and Cascade Ranges (Ames and Maschner 1999). Several isolated Clovis points have been found in western Washington. The closest documented discovery (Wessen 1988) occurred near the town of Coupeville on Whidbey Island.

Paleoindian groups are believed to have been highly mobile hunter-gathers whose economy focused on hunting megafauna, such as mammoth, mastodons and bison that became extinct soon after the end of the last glaciation.

The skeletal remains of several bison have been discovered in peat bogs on Orcas Island. Samples collected from the skeletons of the discoveries have returned radiocarbon dates that fall between approximately 12,000 and 10,800 ^{14}C yr B.P. (Kenady et al. 2010). The most complete set of remains, dated to 11,990±25 ^{14}C yr B.P., appear to represent an animal that was butchered by humans based on the presence of multiple green bone fractures, impact scars, and chop marks (Kenady et al. 2010).

In western Washington, the regional archaeological manifestation of early to mid-Holocene populations has been termed the Olcott Phase (Kidd 1964). Sites from the same time period in adjacent regions have been called Old Cordilleran (Butler 1961). The Olcott Phase is characterized by sites that are generally in upland settings containing a distinctive lithic artifact assemblage dominated by scrapers, cobble tools, and stemmed and leaf-shaped projectile points (Matson and Coupland 1995; Nelson 1990).

The Olcott artifact assemblages are usually interpreted as evidence of an early, highly mobile hunting and gathering adaptation. No indisputable radiocarbon dates have been reported; age estimates of Olcott sites have been inferred from the similarity of the assemblages to dated components from British Columbia sites (Carlson and Dalla Bona 1996). The period between approximately 9,000 B.P. and 4,000 B.P. marks an emergence of economies centered on the utilization of resources from a broadening range of environments (Matson and Coupland 1995). By the end of this period, an increasing reliance on marine and riverine resources becomes apparent.

Full-scale development of marine-oriented cultures, essentially identical to those described in the ethnographic record, are apparent after approximately 2,500 B.P. (Ames and Maschner 1999). A change to a semi-sedentary settlement pattern focused

on movement between a central village and dispersed highly specialized seasonal camps appears to have occurred by approximately 2,500 B.P. The period between approximately 2,500 B.P. and 250 B.P. is marked by an increasingly sophisticated use of storage technology and facilities, population increase and marked seasonal aggregation, and the emergence of ranked societies (Matson and Coupland 1995; Ames and Maschner 1999).

Ethnohistoric Summary

The Cedar Grove Culvert Replacement APE is located within lands utilized by the Upper Skagit whose traditional territory encompassed an area extending from a large log jam on the Skagit River west of present day Mount Vernon, east up the valley to the Cascade Mountain divide, north to the ridges separating the Skagit River drainage from the valley of the Nooksack River, and south to the ridges dividing the Stillaguamish River valley from the Skagit River valley (Collins 1974:5).

The Upper Skagit primarily lived in extended villages along the Skagit River between the location of present day Mount Vernon up river as far as Newhalem and along the Sauk River (Collins 1974:19). The village of s. báliuqʷ was the largest of the upriver villages stretching from the present site of Birdsview to Fabers Ferry (Collins 1974:18).

One house, lił'skáyʔdap, was located on the north side of the river at Birdsview, and two small winter houses, both called dakwíkəb, were located on each side of the mouth of Finney Creek (Collins 1974:19). Biús, a large winter house was located at Cape Horn on the south side of the river and two small winter houses, referred to as sp'ádak', were located south and west of Concrete (Collins 1974:19). Dxʷqə́lb, consisting of five small winter houses was located west of the mouth of the Baker River at Concrete and a large winter house, qəlbúcid, was located along the Skagit River east of the mouth of the Baker River (Collins 1974:19). Houses upriver from Concrete included two at the mouth of Jackman Creek (hahilwáykid), one large winter house and four small summer homes at Van Horn (słayúcid), and a large winter house and three small summer homes on the north side of the Skagit River east of Van Horn (qʷə́q'ʷqʷəq'ʷ) (Collins 1974:18).

Similar to other nearby tribal groups, the Upper Skagit subsistence base was focused on harvesting seasonally available plant and animal resources that were present across the various environmental zones within and around their territory, moving from temporary camp to temporary camp until winter when they returned to permanent winter villages.

Resource gathering locations were frequently used in common with neighboring groups based on alignments of friendship, marriage, or special permission. The Upper Skagit had access to shellfish beds near Utsalady on Camano Island, on Samish Island, and near Edison (Collins 1974:51), harvested tiger lily bulbs and wild carrot at

German Prairie and Warner's Prairie near the Samish village of duwáha and on the Sauk prairie (Collins 1974:55), and harvested several species of ferns in a large meadow near Coupeville on Whidbey Island (Collins 1974:56).

Representatives from two Upper Skagit villages were present for the signing of the Point Elliott Treaty in 1855. Some Upper Skagit began moving to the Suiattle River and other upstream tributaries in response to increased Euro-American settlement of the Skagit Valley in the 1880s (Collins 1974:41). The United States Government made allotments to the Upper Skagit in 1892 and in 1897 established the Washington National Forest in the Upper Skagit area; the Upper Skagit were quickly prevented from their traditional use of the forest lands (Collins 1974:42). Additional allotments, most located on the Suiattle River, were made in 1907 and 1909.

The tribe received formal federal recognition on December 4, 1974. It was not until September 10, 1981 that the Upper Skagit Reservation was established.

Historic Settlement

Trade and expansion of colonization brought Europeans into contact with the Native population of Puget Sound in the 18th century. The navigable trade waters surrounding the San Juan Islands were first visited by Spanish explorers Francisco de Eliza and Juan Pantoja y Arriga and later British explorers such as George Vancouver and Joseph Whidbey (Whitebrook 1959).

The first Euro-American settlers of what is now Skagit County arrived on Fidalgo Island in the early 1850s, seeking open ridges and prairies to farm and homestead (Willis 1973). Settlement of the Skagit delta began in the 1860s. Prior to the arrival of railroad in the 1890s, almost all transportation was by water. Sternwheelers, which were capable of operation in the shallow water found in the sloughs and channels of the Skagit River delta, were intergral to the development of the early communities of the area.

Skagit City, the most prominent community on the Skagit River delta from the 1870s into the 1890s, was located at a regular sternwheeler stop on Fir Island along the South Fork of the Skagit approximately 1 mile below the point where the North and South forks diverge (Willis 1975:46). Two log jams, one located just downstream of present-day Mount Vernon and the other a half mile upstream, prevented boat traffic upstream of Skagit City (Willis 1973:9-11). A post office, which served the entire river, was established at Skagit City in 1872.

In 1877, Harrison Clothier and E.G. English purchased ten acres of land from Jasper Gates and laid out the Mount Vernon town site along the east side of the river between the log jams and a store and post office were established at the new town site the

same year (Willis 1973:70). Early growth of the town relied on steamer traffic which brought settlers to the area and transported goods from surrounding areas to market.

From the onset of settlement, Mount Vernon residents understood that removal of the log jams was the key to upriver settlement, development of logging and mining in the Cascades, and their own prosperity. After several failed requests for governmental assistance, privately funded removal of the log jams began in 1876. By 1879, two channels had been cut, but it took another 10 years to entirely clear the log jams (Willis 1973:40).

Permanent settlers did not arrive along the upper portions of the Skagit River until after 1870 (Willis 1973:27). The first settler in what would become Concrete was Amasa Everett who staked a homestead claim on the east bank of the Baker River near its confluence with the Skagit River in 1875 (Willis 1975:51). The flat on the west bank of the Baker River was claimed by Richard Challenger in 1888; Challenger sold the land in 1890 to Magnus Miller who platted a town, called "Baker", and built a large home which soon became the center of a growing business district (Willis 1975:51). The first post office was established in 1892. At that time the primary industry was a shingle mill. Industrial expansion in the area began in the early 1900s.

Two cement plants began construction in the early 1900s: the Washington plant on the east bank of the Baker River in 1905 and the Superior Portland Cement, Inc. plant on the west bank of the Baker River in 1906 (Willis 1975:51). The two communities surrounding the cement plants incorporated in 1909 as "Concrete". At its heyday Concrete had a population of 1700; decline began when the Superior plant purchased and closed the Washington plant (Willis 1975:51). Cement produced by the Superior plant was used in the construction of the Grand Coulee Dam, the Baker River Dams, and the Seattle City Light Dams (Willis1975:51).

Archaeological Background

Previously Recorded Archaeological Sites

Table 1. Cultural Resources within 1500 meters of the Cedar Grove Culvert Replacement APE.

Site #	Site Type	Location	Reference
45SK131	Ethnohistoric village; ferry landing	~430 m northeast of APE	Hollenbeck (1980a)
MB00161	Historic dump	~500 m northwest of APE	Mount Baker Snoqualmie National Forest (n.d.)
MB00156	Homestead	~ 780 m south of APE	Hollenbeck (1980b)
45SK486	Historic industrial structural remnants	~ 930 m north of APE	Shaw et al. (2011a)
45SK464	Historic industrial debris scatter	~ 1020 m north of APE	Haney and Miller (2011)
45SK539	Historic industrial structure	~ 1020 m north of APE	Rinck (2014a)
45SK540	Historic industrial structural remnants	~ 1020 m north of APE	Rinck (2014b)
45SK541	Historic industrial structural remnants	~ 1020 m north of APE	Rinck (2014c)
45SK531	Precontact isolate	~ 1050 m northwest of APE	Smart (2014)
45SK482	Historic industrial structural remnants	~ 1080 m north of APE	Shaw et al. (2011b)
45SK484	Historic industrial railway segment	~ 1080 m north of APE	Dubreuil (2009)
45SK485	Historic industrial structural remnants	~ 1080 n north of APE	Shaw et al. (2011c)
45SK538	Historic industrial structural remnants	~ 1080 n north of APE	Rinck (2014d)
45WH903 [1]	Historic industrial structural remnants	~ 1200 m north of APE	Parvey (2011)
MB00171	Historic structures	~ 1200 m northwest of APE	Bennett (1980)

[1] Site form and trinomial incorrectly indicates Whatcom County as site location; site is part of the Washington Portland Cement Company Facility in Concrete.

Table 1 presents a summary of the previously recorded cultural resources that are located within a 1500 meter radius of the Cedar Grove Culvert Replacement APE.

The majority of the previously recorded sites are remnants of industrial structures and debris associated with the Washington Portland Cement Company Facility in Concrete

(45SK464, 45SK482, 45SK484, 45SK485, 45SK486, 45SK531, 45SK538, 45SK539, 45SK540, 45SK541, 45WH903, and MB00171).

45SK131 is the location of an ethnohistoric Upper Skagit Village (qəlbúcid) and the site of the historic Concrete ferry landing (Hollenbeck 1980a).

MB00156 represents a former homestead (Hollenbeck 1980b).

MB00161 is a historic dump (Mount Baker Snoqualmie National Forest n.d.) and 45SK531 is an isolated precontact artifact (Smart 2014).

Previous Archaeological Investigations

Table 2. Previous Archaeological Investigations within 1500 meters of the Cedar Grove Culvert Replacement APE..

Reference	Type of Investigation	Location Relative to Project	Resources Identified
Croes and Albright (1996)	Archaeological survey	~ 250 m to north at closest	None
Emmons et al. (2004)	Historic buildings and structures survey	~ 1000 m to north at closest	Numerous historic buildings and structures
Baldwin (2015)	Archaeological survey	~ 1100 m west	None
Rinck (2015)	Archaeological survey	~ 1000 m to north at closest	45SK538, 45SK539, 45SK540, 45SK541

The previous investigations that have been conducted within a 1500 meter radius of the Cedar Grove Culvert Replacement APE are summarized in Table 2.

Croes and Albright (1996) carried out an archaeological investigation prior to fence construction and riparian restoration along an approximately 2600 meter long section of floodplain along the left bank of the Skagit River; no cultural resources were identified.

Emmons et al. (2004) identified numerous historic buildings and structures during a historic structures survey for relicensing of the Baker River Hydroelectric Project.

Archaeological survey of a proposed secondary accesses road for the Concrete school was carried out by Baldwin (2015); no cultural resources were identified.

Rinck (2015) conduced remote sensing and archaeological testing at the site of the Washington Portland Cement Company Facility resulting in the identification of several historical structures / structural remnants (45SK538, 45SK539, 45SK540, 45SK541).

Research Design

Objectives and Practical Expectations

The objective of our investigation was to identify any historic properties that may be located in the APE, to document them if present, and to provide an assessment and recommendations regarding their eligibility for listing in the NRHP. Aerial images and maps were inspected to gain an understanding of historic conditions within the APE. Visual examination of areas of exposed ground and excavation of shovel probes were used to determine if any cultural materials were present within the APE.

Review of an aerial photograph of the APE taken in 1937 (Figure 3) suggests that a cut had already been made through the upper terrace scarp in the general location of the APE and that a second possible cut or irrigation pipe access route was present just to the north. Construction of Cedar Grove Avenue appears to have been at least partially if not fully completed by 1969 (Figure 4).

The vast majority of excavation that will be undertaken during the project will occur with fill used to construct the road embankment. Some of the sediments removed from the terrace scarp could have been used as fill. Review of the pedestrian bridge plans and profile indicate that excavation for the western bridge abutment will not reach the grade of the floodplain surrounding the road embankment (~ 172 feet above sea level) and that the eastern bridge abutment will be installed in the existing road prisim, entirely within the fill used to construct the road embankment. The cut made during removal of the road fill to restore the flood channel will generally match the grade of the existing channel.

The margin of the terrace scarp in the vicinity of the potential parking area for the bridge could possibly contain undisturbed cultural deposits.

Field Methods

The field investigation consisted of a visual examination of all areas of exposed surface and subsurface sediments and excavation of three shovel probes within the APE. Shovel probe 1 was excavated at the location proposed for the western bridge abutment and shovel probes 2 and 3 were excavated within location proposed for construction of parking spaces.

The shovel probes consisted of cylindrical pits 50 cm (20 inches) in diameter. Probes were excavated to depths ranging between 40 cm and 100 cm below surface. All excavated sediments were passed through ¼" hardware screen. Details regarding the location, depth, and sediments encountered were recorded for each probe. All excavations were completely backfilled after examination and their locations were marked on project maps.

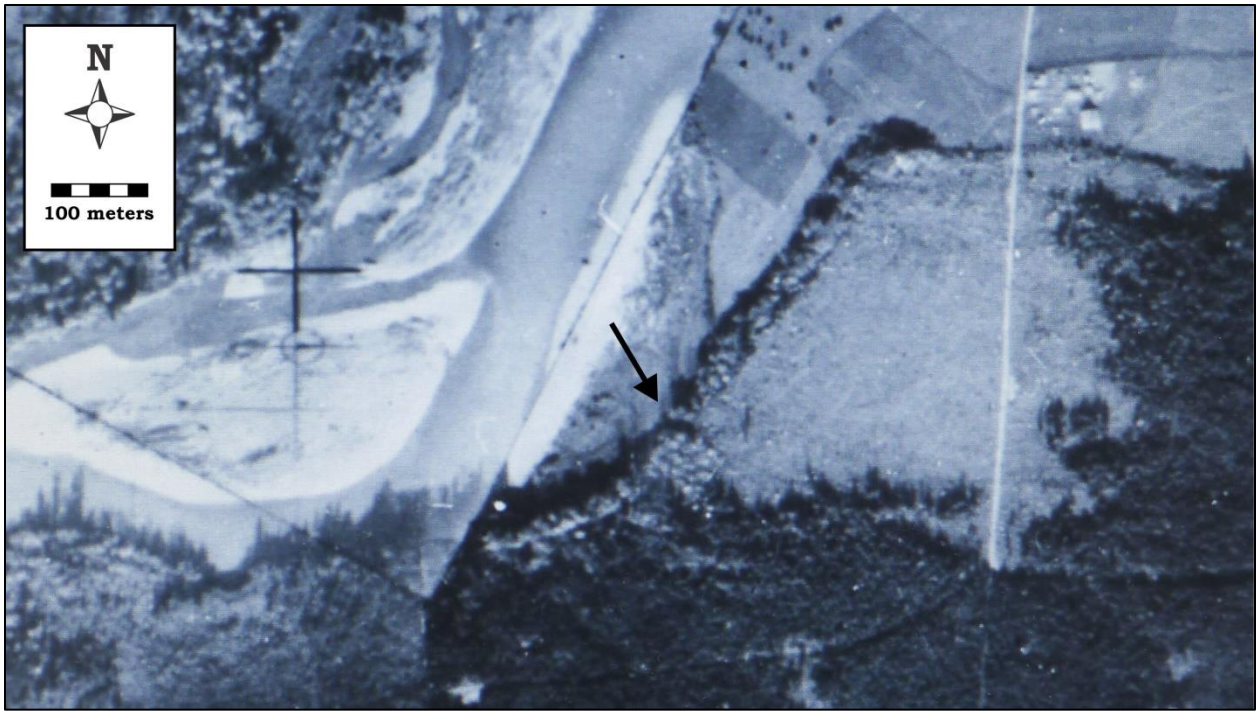

Figure 3. Approximate location of the Cedar Grove Culvert Replacement APE shown on a 1937 aerial image of the Skagit River; APE location indicated by arrow. Image courtesy of Skagit County GIS.

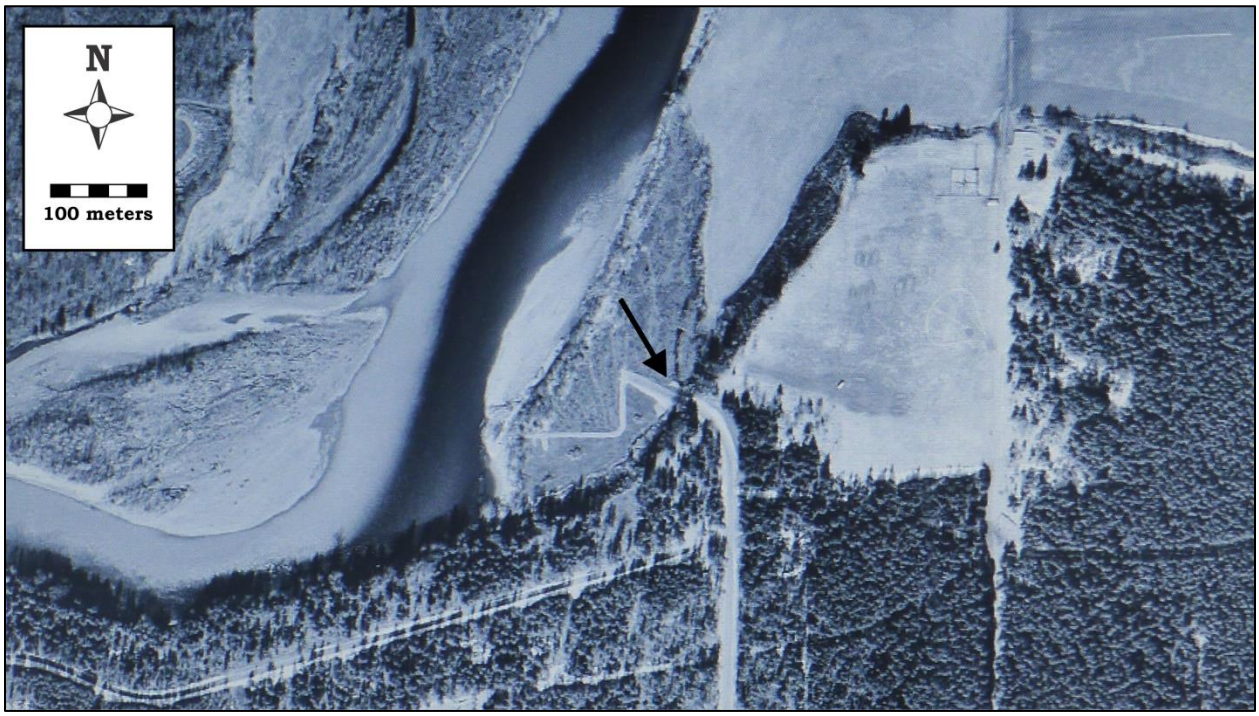

Figure 4. Approximate location of the Cedar Grove Culvert Replacement APE shown on a 1969 aerial image of the Skagit River; APE location indicated by arrow. Image courtesy of Skagit County GIS.

Results

The archaeological field investigation and assessment of the Cedar Grove Culvert Replacement APE was conducted on December 21, 2016 by the author. The field investigation consisted of a visual examination of areas of exposed surface and subsurface sediments in the existing road cut, examination of the banks of the existing flood channel, and excavation of 3 shovel probes within the APE (Figure 5). The results of the field investigation and pertinent observations are presented in more detail in the sections that follow.

Surface Inspection

The flood channel on both sides of the road abutment (Figure 6 and Figure 7) was filled with water to approximately the surface of the floodplain (Figure 8 and Figure 9). The upstream and downstream flood channel banks within 20 m of the existing road abutment were visually examined. No cultural materials were identified.

The area proposed for construction of parking spaces for bridge access has already been cut to between 1.5 feet and 3 feet below the natural grade of the upper terrace. No cultural materials were identified in the areas of exposed sediment that were inspected within the proposed parking area and none were observed in the existing road cut.

Subsurface Conditions

Three shovel probes were excavated within the APE. No cultural materials were recovered from any of the shovel probes and no anthropogenically modified soils were observed in any of the subsurface soil exposures examined.

The only in-situ native sediment encountered was within shovel probes 2 and 3. Shovel probe 1 contained gravelly gray medium to coarse sand to its terminal depth of 100 cm. The profile observed in shovel probe 3 was the least disturbed and will be described here: 0 – 10 centimeters below surface: dark brown (10YR 3/3) gravelly loam with common roots and organic debris; 10 – 35 centimeters below surface: brown (10YR 5/3) to yellowish brown (10YR 5/4) very gravelly silty medium sand – gravels were granule to large cobble in size; and 35 – 40 centimeters below surface: light gray (10YR 6/1) gravelly medium sand – gravels were granule to large pebble in size (Figure 10) The basal sediments in probe 3 appear to be relatively unweathered recessional glacial outwash. A table describing each shovel probe in detail is presented in Appendix B.

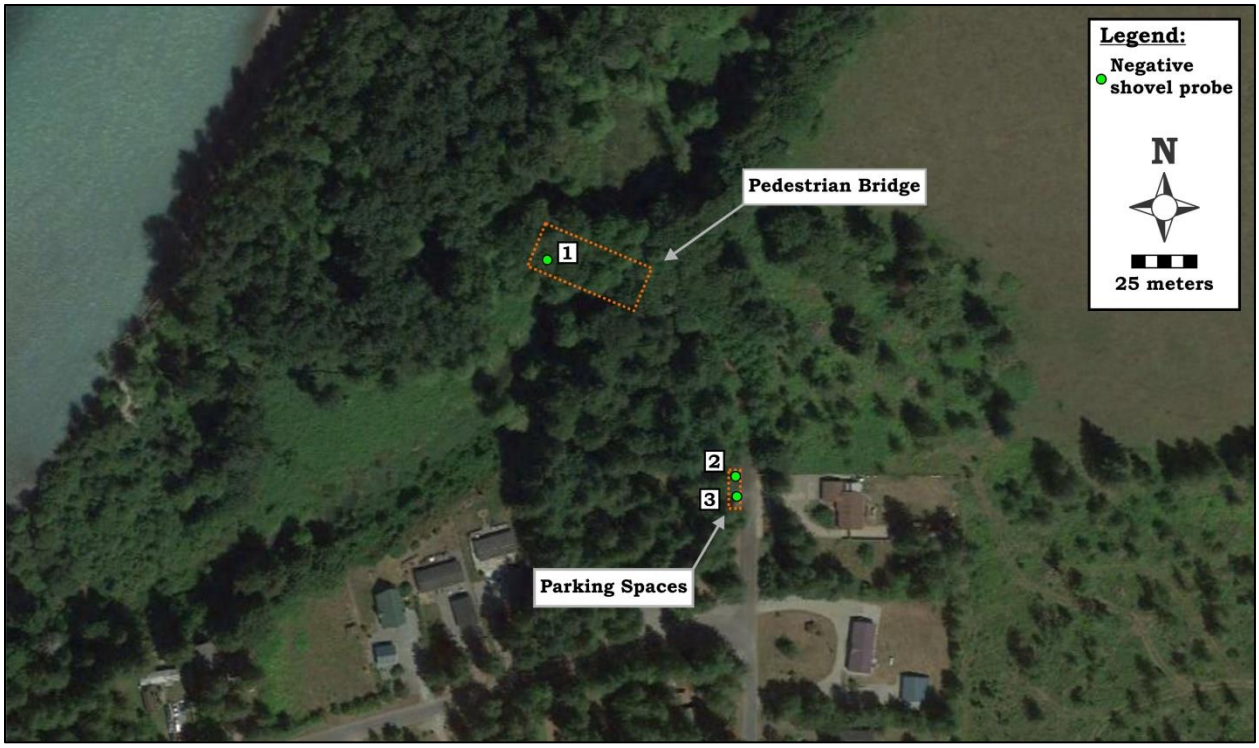

Figure 5. The locations of excavated shovel probes shown on an aerial image of the project APE.

Figure 6. Overview of existing road embankment; view to northeast.

Figure 7. View of cut through terrace scarp from west end of APE; view to east.

Figure 8. Conditions within flood channel upstream of road embankment; view to northeast.

Figure 9. Conditions within flood channel upstream of road embankment; view to southwest.

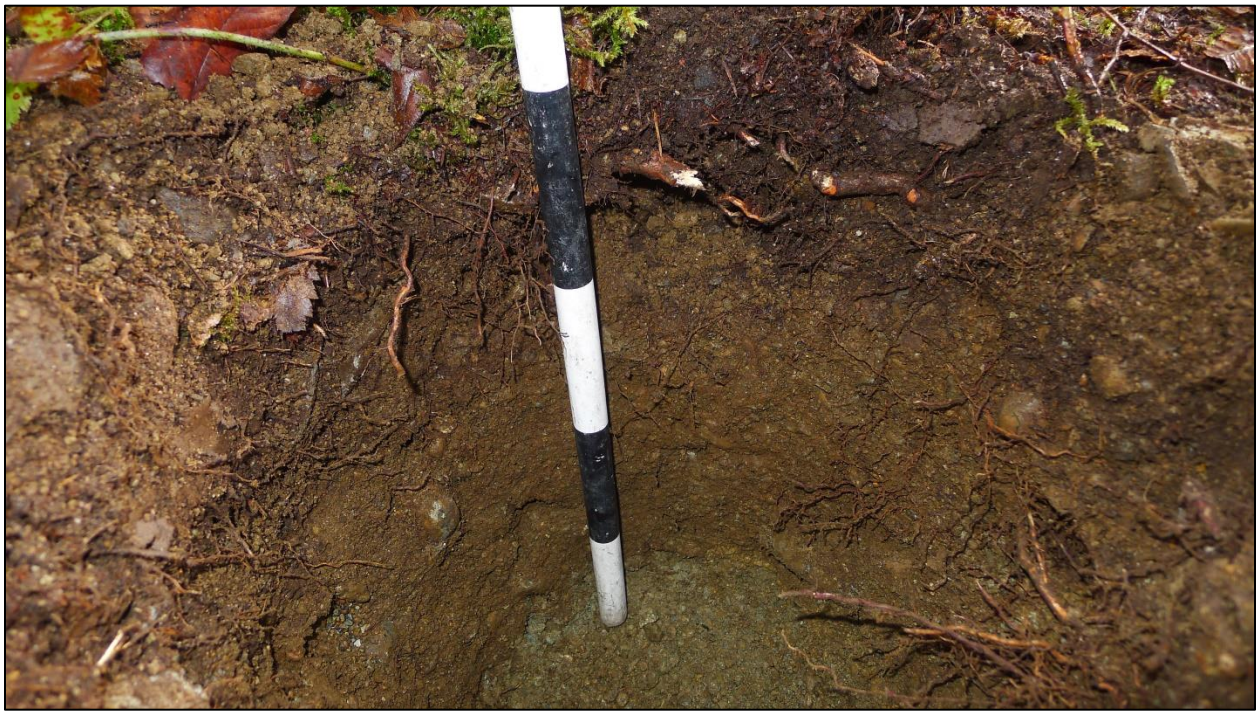

Figure 10. Subsurface sediments exposed in the sidewall of shovel probe 3.

Conclusions and Recommendations

Undertakings involving federal agencies are required by the National Historic Preservation Act (NHPA) of 1966, as amended, to consider the effects of those undertakings on historic properties. A permit application to the U.S. Army Corps of Engineers to work within the flood channel will be submitted (permit application pending).

The proposed undertaking will remove a road and the fill used to construct its embankment across a flood channel and construct a pedestrian bridge in its place. Parking spaces may also be constructed as part of the project. The cut during removal of the road embankment will generally match the existing contour of the flood channel; construction of parking spaces will likely require the addition of material to raise the grade to match the existing grade of Cedar Grove Avenue. No cultural materials were identified during visual inspection of the flood channel banks, none were observed during inspection of the potential parking area or within the sidewalls of the existing road cut through the upper terrace scarp, and none were recovered from the shovel probes.

No archaeological sites or isolates, cultural materials, or historic properties were identified within the APE during the course of this investigation. Caldera Archaeology recommends the Corps assert a Determination of No Historic Properties Affected to the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officers (THPO), and any other consulting or affected parties.

The preceding assessment has been conducted by a professional archaeologist and meets or exceeds the criteria set forth in RCW 27.53 for professional archaeological reporting and assessment.

Caldera Archaeology also recommends that the project proponents be familiar with the provisions of Washington State laws, Revised Code of Washington (RCW) Chapter 27.53.060 and RCW 27.44.040. RCW 27.53.060, Archaeological Sites and Resources, protects known prehistoric and historic archaeological sites within the state that are located on public and private lands and makes it a crime to intentionally destroy an archaeological site.

RCW Chapter 27.44.040, Indian Graves and Records, protects Native American graves within the state that are located on public or private lands. These laws specifically state that the willful removal, mutilation, defacing, and/or destruction of Indian burials constitute a Class C felony.

No cultural resources study can wholly eliminate uncertainty regarding the potential for project impacts to prehistoric sites, historic properties or traditional cultural properties. The information presented in this report is based on professional opinions

derived from our analysis and interpretation of available documents and on our field investigation and observations as described herein. Conclusions and recommendations presented apply to project conditions existing at the time of our study and those reasonably foreseeable. The data, conclusions, and interpretations in this report should not be construed as a warranty of subsurface conditions throughout the project area. They cannot necessarily apply to site changes of which Caldera Archaeology is not aware and has not had the opportunity to evaluate.

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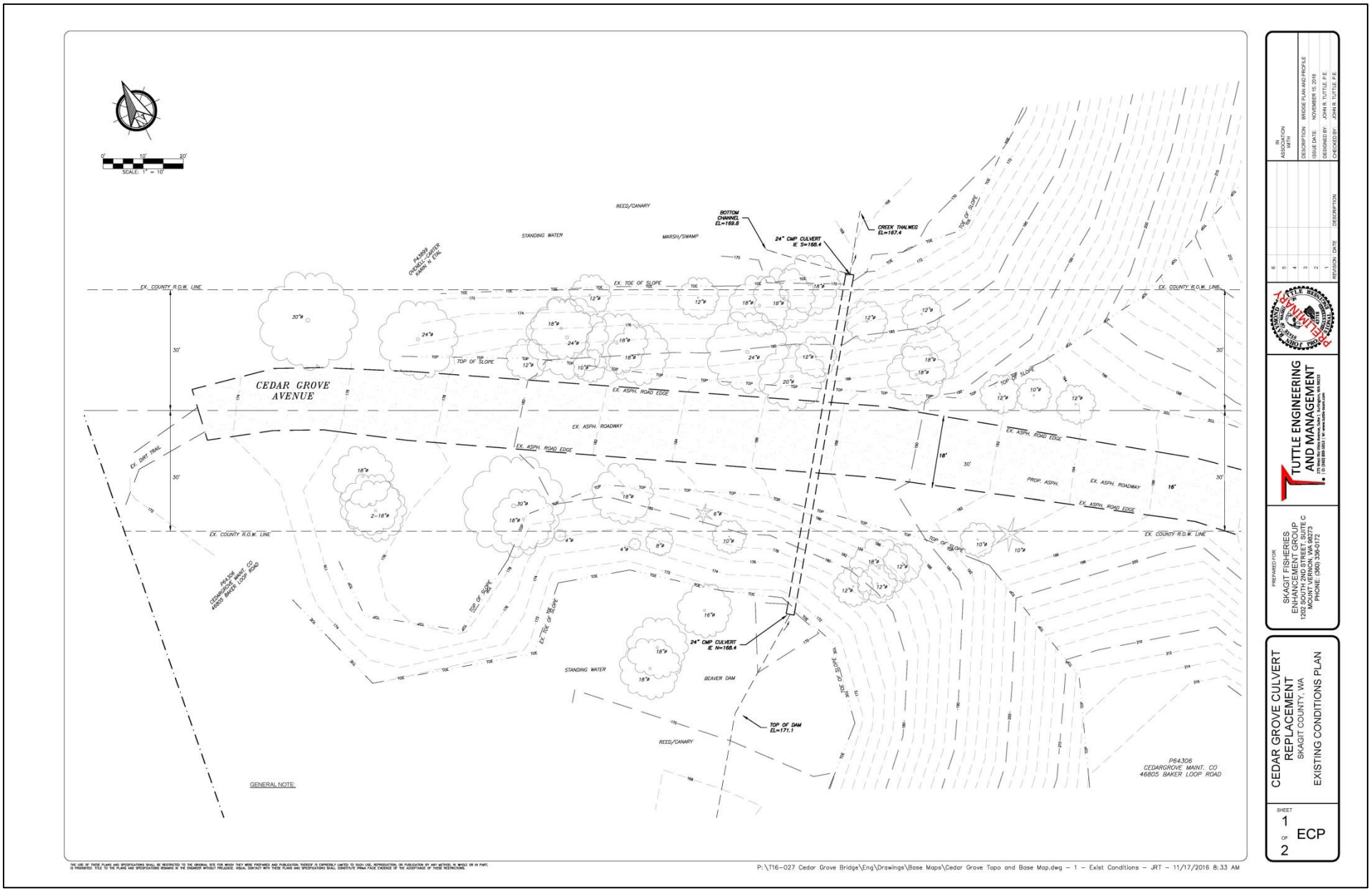
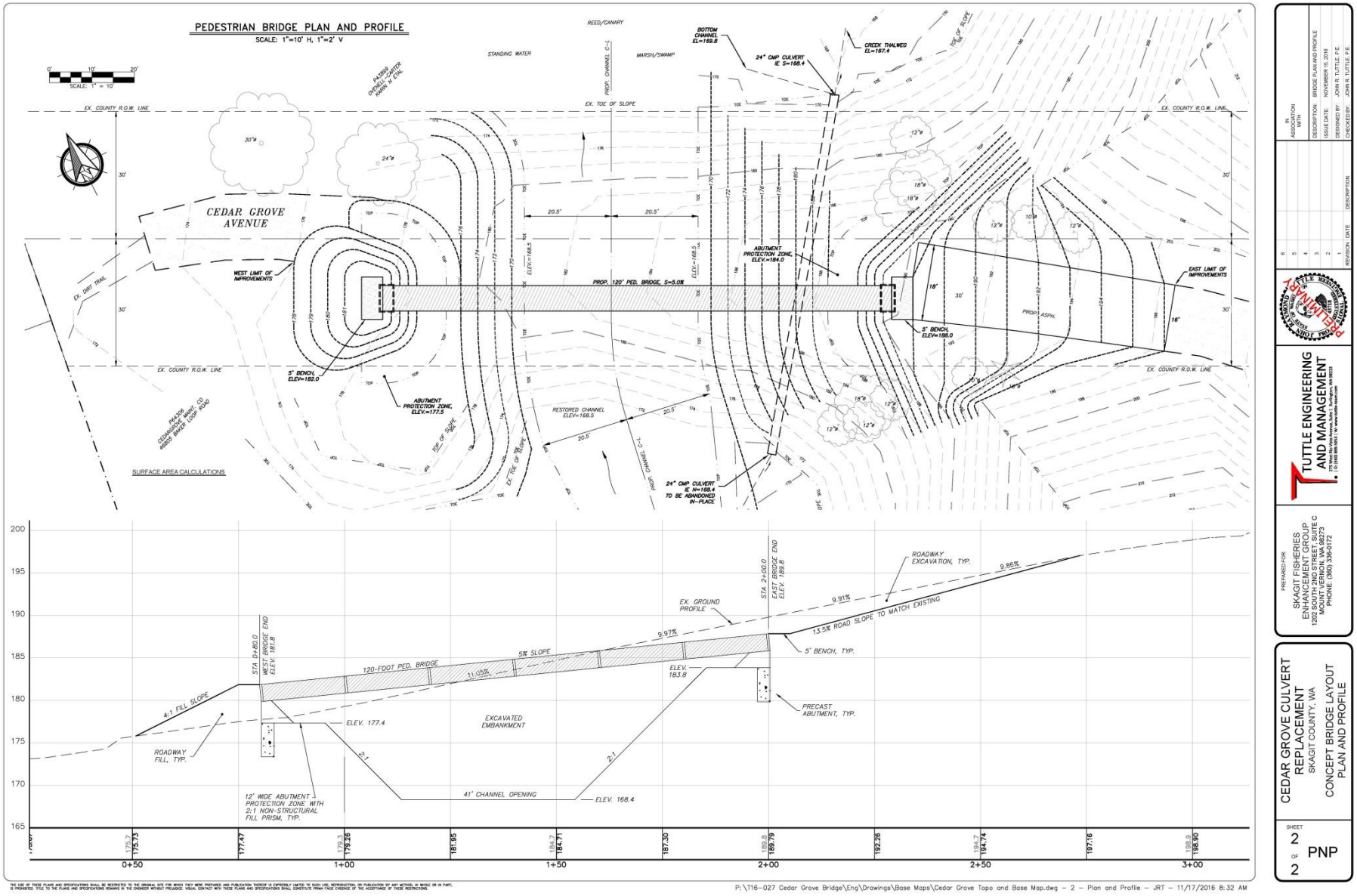
Appendix A: Cedar Grove Existing Conditions and Preliminary Design Drawings




PEDESTRIAN BRIDGE PLAN AND PROFILE
SCALE: 1"=10' H, 1"=2' V
CEDAR GROVE AVENUE
EX. COUNTY R.O.W. LINE
EX. TOE OF SLOPE
PROP. 120' PED. BRIDGE, S=5.0%
WEST LIMIT OF IMPROVEMENTS
EAST LIMIT OF IMPROVEMENTS
ABUTMENT PROTECTION ZONE, ELEV.=177.5
ABUTMENT PROTECTION ZONE, ELEV.=184.0
5' BENCH, ELEV=182.0
5' BENCH, ELEV=188.0
24" CMP CULVERT IE S=168.4
24" CMP CULVERT IE N=168.4 TO BE ABANDONED IN-PLACE
CREEK THALWEG EL=187.4
BOTTOM CHANNEL EL=189.8
RESTORED CHANNEL ELEV=188.5
PROP. CHANNEL C-1
STANDING WATER
MARSH/SWAMP
REED/CANARY
EX. DIRT TRAIL
PROP. ASPH.
SURFACE AREA CALCULATIONS
STA. 0+80.0 WEST BRIDGE END ELEV. 181.8
STA. 2+00.0 EAST BRIDGE END ELEV. 189.8
120-FOOT PED. BRIDGE
5% SLOPE
11.05%
9.97%
9.91%
9.86%
13.5% ROAD SLOPE TO MATCH EXISTING
ROADWAY EXCAVATION, TYP.
EX. GROUND PROFILE
5' BENCH, TYP.
PRECAST ABUTMENT, TYP.
ELEV. 183.8
4:1 FILL SLOPE
ROADWAY FILL, TYP.
ELEV. 177.4
EXCAVATED EMBANKMENT
2:1
41' CHANNEL OPENING
ELEV. 168.4
12' WIDE ABUTMENT PROTECTION ZONE WITH 2:1 NON-STRUCTURAL FILL PRISM, TYP.
0+50
1+00
1+50
2+00
2+50
3+00
PREPARED FOR
SKAGIT FISHERIES ENHANCEMENT GROUP
1200 COUNTY SHOP STREET, SUITE C
MOUNT VERNON, WA 98273
PHONE: (360) 336-0172
TUTTLE ENGINEERING AND MANAGEMENT
CEDAR GROVE CULVERT REPLACEMENT
SKAGIT COUNTY, WA
CONCEPT BRIDGE LAYOUT PLAN AND PROFILE
SHEET 2 OF 2
PNP
DESCRIPTION: BRIDGE PLAN AND PROFILE
ISSUE DATE: NOVEMBER 15, 2016
DESIGNED BY: JOHN R. TUTTLE P.E.
CHECKED BY: JOHN R. TUTTLE P.E.
P:\T16-027 Cedar Grove Bridge\Eng\Drawings\Base Maps\Cedar Grove Topo and Base Map.dwg – 2 – Plan and Profile – JRT – 11/17/2016 8:32 AM

Appendix B: Shovel Test Probe Data

Shovel Probe 1

CM Depth	Sediments/contents	Comments
0-100	Gray (10YR 5/1) gravelly medium sand	No cultural material, fill.

Notes: at approximate location of western bridge abutment

Shovel Probe 2

CM Depth	Sediments/contents	Comments
0-10	Brown (10YR 4/3) very gravelly loam with numerous roots and rootlets	No cultural material; truncated.
10-40	Yellowish brown (10YR 5/4) very gravelly silt to fine sand	No cultural material.

Notes: within possible parking area

Shovel Probe 3

CM Depth	Sediments/contents	Comments
0-10	Dark brown (10YR 3/3) gravelly loam with common roots and organic debris	No cultural material; truncated.
10-35	Brown (10YR 5/3) to yellowish brown (10YR 5/4) very gravelly silty medium sand – gravels are granule to large cobble in size	No cultural material.
35-40	Light gray (10YR 6/1) gravelly medium sand – gravels are granule to large pebble in size	No cultural material; recessional glacial outwash.

Notes: within possible parking area

CULTURAL RESOURCES REPORT COVER SHEET

Author: Ed Arthur

Title of Report: Cultural Resources Assessment for the Proposed Cedar Grove Culvert Replacement Project, Skagit County, Washington

Date of Report: January 10, 2017

County: Skagit Section: 14 Township: 35N Range: 8E

Quad: Lake Shannon Acres: < 1 acre

PDF of report submitted (REQUIRED) ☒ Yes

Historic Property Inventory Forms to be Approved Online? ☐ Yes ☒ No

Archaeological Site(s)/Isolate(s) Found or Amended? ☐ Yes ☒ No

TCP(s) found? ☐ Yes ☒ No

Replace a draft? ☐ Yes ☒ No

Satisfy a DAHP Archaeological Excavation Permit requirement? ☐ Yes ☒ No

Were Human Remains Found? ☐ Yes ☒ No

DAHP Archaeological Site #: