

TASK ORDER FORM

Project Manager	County Project #	Date Task Issued	Task Order #	Administration Use ONLY		
Dale Meck	FC3639-540-5	1/30/2020	1		Admin Staff	Date
Not-to-Exceed Amount	Task Order Amount	Total Contracted	Total Contract Remaining	Budget Verified	<i>dkm TI</i>	<i>2/4/20</i>
\$ 250,000.00	\$ 27,250.00	\$ 27,250.00	\$ 222,750.00	Contract Terms Verified	<i>dkm TI</i>	<i>2/4/20</i>

Task Order Name:

Trout Meadows - Additional Planting Effort

Scope of Work:

This task is for an additional targetted planting effort to support the broader riparian management and establishment actions of the Trout Meadows Side Channel and Floodplain Restoration Project. All task activities are located on parcel 181306-12405 owned by the Yakima County Flood Control Zone District.

Work includes: labor costs for Washington Conservation Corps(WCC) crews, North Yakima Conservation District (NYCD) staff time for administration, coordination, and supervision of the WCC crews as needed, and costs for plants, equipment rentals, material costs, etc. needed for the implementation of the following actions:

Establishment of approximately 50 additional riparian plantings with fabric mulch protection along the right side of the primary side channel at the intersection with the wetland outlet channel and the secondary side channel. Trench installation of native willow cuttings on the left side of the primary side channel within the inset terrace.

All work must be completed in accordance with the provisions of USFWS grant funding agreement F15AC00583 (attached as Exhibit A), the IDP, and the HPA.

Task Start Date:

1/30/2020

Task End Date:

7/31/2020

TASK ORDER SUMMARY		Contracted Amount	Actual Amount	Completed (Y/N)
Task #	Task Order Name			
1	Riparian Planting and Maintenance at Trout Meadows	\$ 27,250.00	\$ -	
2		\$ -	\$ -	
3		\$ -	\$ -	
4		\$ -	\$ -	
5		\$ -	\$ -	
6		\$ -	\$ -	
7		\$ -	\$ -	
8		\$ -	\$ -	
9		\$ -	\$ -	
10		\$ -	\$ -	
Total contracted to date:		\$ 27,250.00	\$ -	

Yakima County Signatures:

Water Resources Manager

DATE

Larry Kueh

2/13/2020

Project Manager

DATE

Boyle MR

2/4/2020

NYCD Signature:

NYCD Chair

DATE

Phil Thornton

2-6-20

NOTES:

1. Task Orders must be compliant with the provisions of the ILA between Yakima County and the NYCD and the provisions of the funding agreement for each task which will be included in each task as appropriate.
2. Where the scope of work of the Task Order cannot be accommodated on the form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization, and signatures. Any substitute format must include all elements of this form for each item of work.



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Mid-Columbia River Fishery Resource Office
7501 Icicle Road
Leavenworth, WA 98826



In Reply Refer To:
FWS/MCRFRO/PFW

AUG 1 3 2015

F15AC00583

Joel Freudenthal
Yakima County Public Services
128 N 2nd St. 4th Floor Courthouse
Yakima, WA 98901

Public Services (S)

Subject: Notice of Federal Cooperative Agreement Award # F15AC00583
Trout Meadows Floodplain Restoration

AUG 20 2015

Vern Gary Don Lynn
Dave Lisa Carmen

Dear Mr. Freudenthal:

Congratulations, the funding for your Partners for Fish and Wildlife Program (Partners Program) agreement, Trout Meadows Floodplain Restoration project, was approved through the U.S. Fish and Wildlife Service's (USFWS) CFDA Program 15.631. Funds under this award are to be used to complete work outlined in Enclosure 2 and in the completed SF 424 forms.

The information below may be useful when discussing specifics of this award:

Award Total:	\$ 30,000
Cooperator DUNS#:	010203644
Project Period Start Date	August 11, 2015
Project Period End Date:	September 30, 2020
Habitat Retention Period End Date:	September 30, 2030
Authorizing Legislation:	Fish and Wildlife Coordination Act, 16 U.S.C. § 661-666(c), Fish and Wildlife Act of 1956, 16 U.S.C. 742(a-j), and the Partners for Fish and Wildlife Act (16 U.S.C. 3771 et seq.).

The Partners Program Biologist identified in the Project Contacts section of this letter will be substantially involved in this project including, but not limited to: (A) participating and collaborating with you and other project partners, in carrying out the scope of work; (B) reviewing and approving each stage of work as stages occur; and (C) closely monitoring or otherwise providing operational involvement during the project.

There are two timeframes associated with this award: the project period and the habitat retention period. The project period is the period during which all approved on-the-ground activities are to be conducted. Only allowable costs resulting from obligations incurred during the project period may be charged to this award. All obligations incurred under the award must be liquidated no later than 90 calendar days

after the end of the project period. The habitat retention period is defined as the period during which the landowner must allow the habitat restored under this award to remain in place without interference. The habitat retention period(s) associated with this award is identified above as the Habitat Retention Period End Date.

Full compliance with environmental laws is not yet complete for this project. Project planning and coordination tasks can proceed; however, no ground-disturbing work or project implementation actions can occur until USFWS has notified you in writing that project implementation work can begin. The Partners Program Biologist will assist you with completion of the Federal compliance processes; however, recipients of Federal funds are ultimately responsible for ensuring that all applicable Federal, State, and local permits are obtained for work performed under this Cooperative Agreement.

System for Award Management (SAM) Registration Under the terms and conditions of this award, your organization must maintain an active SAM registration at <https://www.sam.gov/portal/public/SAM/> until the final financial report is submitted or final payment is received, whichever is later. If your organization's SAM registration expires during the required period, the USFWS will suspend payment under this and all other USFWS awards to your organization until you update your organization's SAM registration.

Terms of Acceptance Acceptance of a financial assistance award from the USFWS carries with it the responsibility to be aware of and comply with the terms and conditions applicable to the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to and approved by the USFWS. Awards are subject to the terms and conditions incorporated into the notice of award either by direct citation or by reference to the following: Federal regulations, program legislation or regulation, and special award terms and conditions. The Federal regulations applicable to USFWS awards are listed by Cooperator type in Enclosure 1. If you do not have access to the Internet and require a full text copy of the award terms and conditions, contact the Partners Program Biologist.

It is a national policy to award a fair share of contracts to small and minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. As a condition of award, the Cooperator and sub-recipients shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; (5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and (6) Requiring prime contractors, if subcontracts are to be let, to take the affirmative steps listed in (1) through (5) above.

Payments: Please coordinate with the Partners Program Biologist when you plan to request payments for your habitat improvement work. When your project or substantial phase of your project is complete, the Partners Program Biologist will inspect the project to certify that it was completed in accordance

with the work plan. After the accomplished work is inspected and certified to be complete, the Partners Program Biologist will assist you in the process to receive your partial or final payment.

Your organization has completed enrollment in U.S. Treasury's Automated Standard Application for Payment (ASAP) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. When entering the Account ID in ASAP, the Payment Requestor should enter the Award Number identified in the subject line on this Notice of Award followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

Financial and Performance Reporting Requirements: Annual interim and final financial and performance reports are required under this award. Final reports are due within 90 calendar days of the project period end date. The interim report periods and due dates under this award are calculated based on the project period start date and are as follows:

If the award project period start date begins in the date range of:	Then your interim annual reporting periods end on:	And your interim annual reports are due on or before:
January 2 – April 1	March 31	June 29
April 2 – July 1	June 30	September 28
<i>July 2 – October 1</i>	<i>September 30</i>	<i>December 29</i>
October 2 – January 1	December 31	March 31
Final Financial and Performance Reports due date:		December 30, 2020

Use the SF 425, Federal Financial Report, for all financial reporting. This form is available at http://www.whitehouse.gov/omb/grants_forms/

Performance reports must contain: (1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; (2) a description of reasons why established goals were not met, if appropriate; and (3) any other pertinent information relevant to the project results. Please include the USFWS award number provided in the subject line of this letter on all reports.

Financial and performance reporting due dates may be extended by the Partners Program Biologist upon receipt of a written request identifying the type of report to be extended, the requested revised due date, and a justification for the extension. The Partners Program Biologist may approve an additional extension if justified by a catastrophe that significantly impairs the Cooperator's operations. Requests for reporting due date extensions must be received in writing by the Partners Program Biologist before the original reporting due date.

Significant Development Reports: Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, notify the Partners Program Biologist in writing as soon as the following types of conditions become known:

- Problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation.

- Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Other Deliverables: The Cooperator will submit photographs of the project site including dike and riprap removal and side channel enhancements. Photographs of these actions will include before, during, and after project implementation. Please coordinate/send project reports and photo-documents with/to the Partners Program Biologist

Project Plan and Budget Amendments: Cooperators are permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, certain types of post-award changes in budgets and projects shall require the *prior written approval* of the Partners Program Biologist. State, local, or Indian tribal governments must refer to 43 CFR 12.70 for additional information on the types of changes that require prior written approval.

Project Period Extensions: If additional time is needed to complete the approved project, you must send written notice to the Partners Program Biologist. This notice must be received by the Partners Program Biologist at least 10 calendar days before the authorized project period end date, and must include supporting reasons and revised end date. Extensions for time cannot be authorized for the purpose of spending an unused balance of funds that remains after the approved project activities have been completed.

Project Contacts:

The USFWS Project Officer for this award:

Richard Visser
Fisheries/Restoration Biologist
Telephone: 509 575-5848 ext. 257
Email: richard_visser@fws.gov

The Cooperator's Project Officer for this award:

Joel Freudenthal
Senior Natural Resource Specialist
Telephone: 509 574-2322
Email: joel.freudenthal@co.yakima.wa.us

Thank you for your commitment to land stewardship. We look forward to working with you on this project. Please contact the Partners Program Biologist identified above with any questions.

Sincerely,



Kathy Hollar

Regional Coordinator, Partners for Fish and Wildlife

Enclosures:

Terms and Conditions
Work Plan
Budget
Landowner Agreement

**U.S. Fish and Wildlife Service
Financial Assistance Award Terms and Conditions**

Acceptance of a grant or cooperative agreement award from the U.S. Fish and Wildlife Service (USFWS), Department of the Interior (Interior) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to and approved by the USFWS. Awards are subject to the terms and conditions incorporated into the award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. The full text of the Federal regulations listed below is available on the Internet at www.ecfr.gov, www.gpo.gov, and www.whitehouse.gov. If you do not have access to the Internet and require a full text copy of any of these regulations, contact the Partners Program Biologist. The Federal regulations applicable to USFWS grant and cooperative agreement award recipients are:

Commercial Organizations

General

43 CFR Part 12, Subpart A, Administrative and Audit Requirements and Cost Principles for Assistance Programs

Cost Principles

48 CFR 1, Subpart 31.2, Contracts with Commercial Organizations

Other Requirements

2 CFR Part 25, Central Contractor Registration and Data Universal Numbering System

2 CFR Part 170, Reporting Subawards and Executive Compensation

2 CFR Part 175, Award Term for Trafficking in Persons

2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement)

2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)

43 CFR 18, New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A-Certification Regarding Lobbying.

41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

Institutions of Higher Education, Hospitals and other Non-Profit Organizations

General

43 CFR Part 12, Subpart A, Administrative and Audit Requirements and Cost Principles for Assistance Programs

Administrative Guidelines

2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations

43 CFR Part 12, Subpart F, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profits

Cost Principles

Publically financed institutions of higher education: 2 CFR Part 220, Cost Principles for Educational Institutions
Non-profits listed in Attachment C of OMB Circular A-122: 48 CFR 1, Subpart 31.2, Contracts with Commercial Organizations

All other non-profits: 2 CFR Part 230, Cost Principles for Non-Profit Organizations

Hospitals: 45 CFR part 74, Appendix E, Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals

Exhibit A - NYCD Task Order - USFWS Funding Agreement F15AC00583

Audit Requirements

Non-profits: OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Other Requirements

2 CFR Part 25, Central Contractor Registration and Data Universal Numbering System

2 CFR Part 170, Reporting Subawards and Executive Compensation

2 CFR Part 175, Award Term for Trafficking in Persons

2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement)

2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)

43 CFR 18, New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A-Certification Regarding Lobbying.

41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

State, Local and Federally-recognized Indian Tribal Governments

General

43 CFR Part 12, Subpart A, Administrative and Audit Requirements and Cost Principles for Assistance Programs

Administrative Guidelines

OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments

43 CFR Part 12, Subpart C, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

Cost Principles

2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)

Audit Requirements

OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Other Requirements

2 CFR Part 25, Central Contractor Registration and Data Universal Numbering System

2 CFR Part 170, Reporting Subawards and Executive Compensation

2 CFR Part 175, Award Term for Trafficking in Persons (applicable to private entity sub-recipients)

2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement)

2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)

43 CFR 18, New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A-Certification Regarding Lobbying.

41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

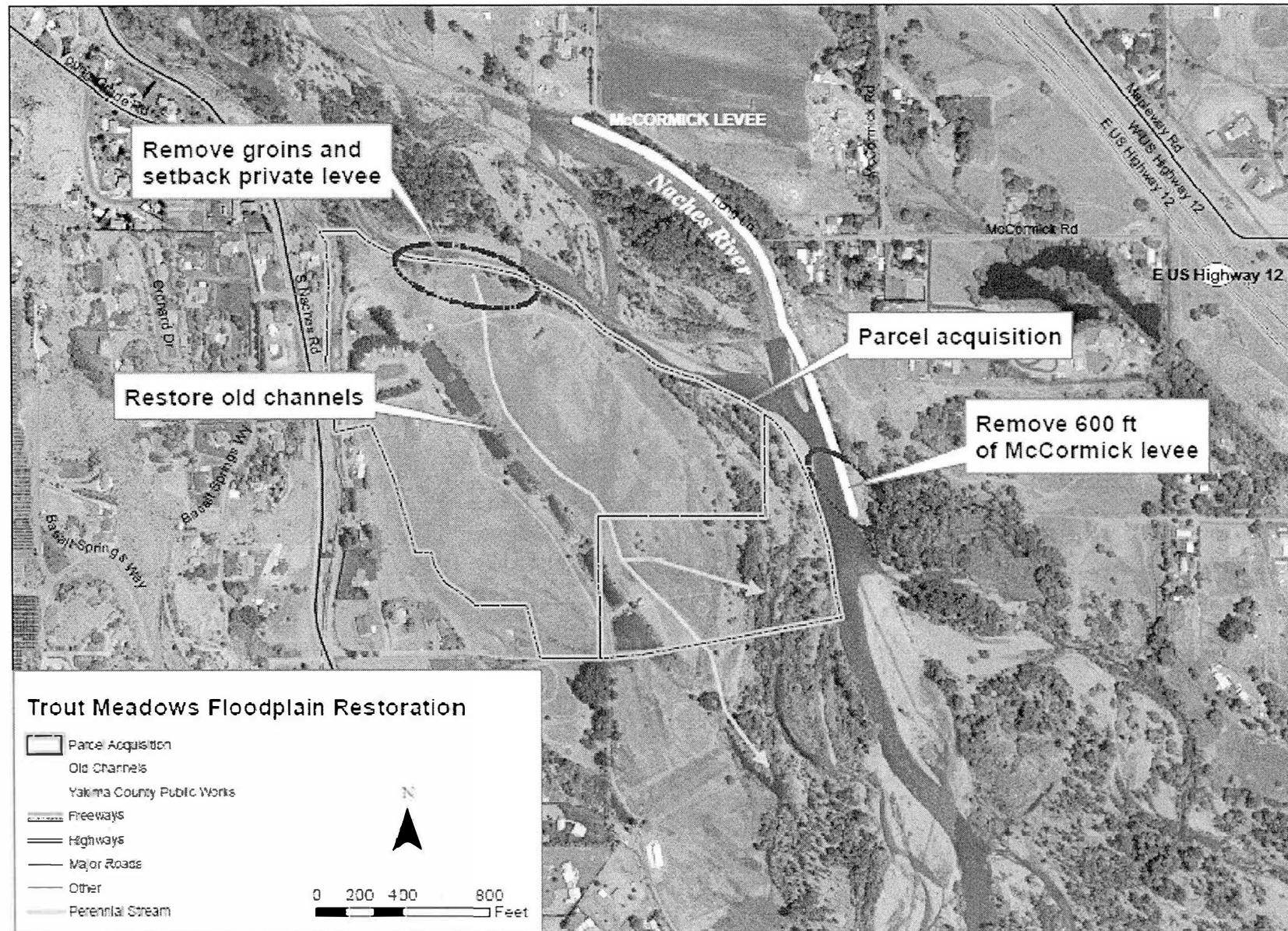
Enclosure 2
COOPERATOR WORK PLAN

The habitat improvements described below are agreed to by Yakima County Public Services and the USFWS. Any significant deviations from the procedures or objectives specified in this Work Plan and/or to the landowner agreement (to be completed prior to project implementation) will be presented to and approved by the USFWS Project Officer.

Description of Project and Objectives:

This project is the second and final phase of the Trout Meadows floodplain restoration project. It is located on the Lower Naches River across from the County owned McCormick Levee (N-2) on the opposing bank, which has been repeatedly flanked at lower return period flood flows producing widespread flood damages. This second phase will open up river access on the right bank of the Naches River at the northern end of the acquired property through 500 feet of groin removal and levee setback and excavation and reconstruction of former floodplain channels using pilot channels. On the opposing left bank, the project will remove 600 feet of the lower end of McCormick Levee. By reacquiring the right bank old river channels and floodplain and removing and reducing the current restrictions on both banks, the project will reduce flood heights and velocities at the McCormick Levee, and reduce flood heights upstream in the sediment depositional zone responsible for large destructive overland flood flows. The project will open up approximately 60 and 25 acres on left and right banks respectively, of quality floodplain that had been previously converted from river channels to agricultural fields and reduce velocities and increase left bank channel and floodplain access.

Funding provided by USFWS will be used to assist with the removal of fill material and/or with the construction of one or more pilot channels in the floodplain to restore floodplain function and habitat. The pilot channel or channels on the right bank will be placed in former alignments as evidenced in historic air photos and LiDAR and are intended to jump start natural previously interrupted geomorphic processes, including sediment redistribution and channel formation processes. The goals of this project are to provide off channel spawning and rearing habitat over time and improve existing in-river habitat both up and downstream of the project site. Species that will benefit from this action include: bull trout, Mid-Columbia steelhead, spring and summer Chinook, coho, lamprey, and other resident fish and wildlife species.



Special Conditions and Provisions:

USFWS will:

1. Will work with Yakima County to insure that the project complies with the following Federal laws and regulations:
 - a. Section 106 of the National Historic Preservation Act
 - b. National Environmental Policy Act
 - c. Endangered Species Act
 - d. Section 404 of the Clean Water Act
 - e. Section 10 of the Rivers and Harbors Act
2. Prepare a Hazardous Substance Assessment for the project.
3. Provide confirmation of compliance with the above requirements to the Yakima County's Project Officer for implementation activities to begin on the project.
4. Assist the Yakima County's Project Officer, as needed, in preparing project permit applications as required under local, State, or Federal laws and regulations.
5. Review and provide technical feedback on project plans and design.
6. Retain final approval authority over all agreements under this Cooperative Agreement

Yakima County (Landowner) will:

1. Serve as administrator of contracts, services, materials acquisitions, and disbursement of the USFWS's cost-share for activities relating to project completion.
2. Work cooperatively with the USFWS to carry out this agreement to participate in fish and wildlife habitat restoration activities to be conducted on private lands that are approved by the USFWS.
3. Coordinate with the USFWS on project design and implementation phases of the project. Submit project plans and design documents to USFWS Project Officer. Request approval of project design from USFWS Project Officer before project implementation and submitting reimbursement requests.
4. Provide technical assistance in preparing applications required to obtain necessary Federal, State, and local permits relating to the project. Submit all Federal, State, and local permit documents to the USFWS Project Officer prior to construction.
5. Coordinate with all project participants and notify each participant that implementation activities can begin once notification is received from the Partners Program Biologist that all appropriate local, State, and Federal permits and clearances have been obtained.
6. Maintain proper books, records, and accounts of all specific project expenditures for the project. (The USFWS must have the right to review the appropriate documentation to verify project expenditures upon a 30 day notice in writing from the USFWS.)
7. Administer this Cooperative Agreement and any other contracts or services required to successfully complete the project.

The other Cooperator(s) will:

The WDOE will provide funding for both property acquisition and restoration implementation.

Budget Table:

Object Class Categories ^a	Partners				
	Landowner	USFWS Partners Program	USFWS Other Programs	Other Non-USFWS	Totals
Personnel	\$6,000	\$	\$	\$	\$6000
Fringe benefits	\$	\$	\$	\$	\$
Travel	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$
Contractual	\$92,000	\$30,000	\$	\$993,000	\$1,115,000
Other	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$
Totals	\$	\$	\$	\$	\$1,121,000

^a The total cost-share by the Cooperator, Service and Landowner must remain the same, however allocations by category may be redistributed upon prior approval by the Service

Any work to be completed may be modified with the mutual agreement of the aforementioned parties.

Budget Narrative:

Yakima County will purchase the property where floodplain/habitat restoration will be implemented. Funding for the land purchase will be provided by Washington Department of Ecology. Restoration actions will include the removal of dike and other fill material, installation of pilot channels and plant native trees, shrubs, and grasses and maintain (water and weed control) for a period of two years after planting. Yakima County Public Services will hire contractors to complete the restoration work. Funding for the restoration work will be a combination of WDOE (\$993,000), USFWS (\$30,000), and County matching dollars (\$98,000).

EXHIBIT A

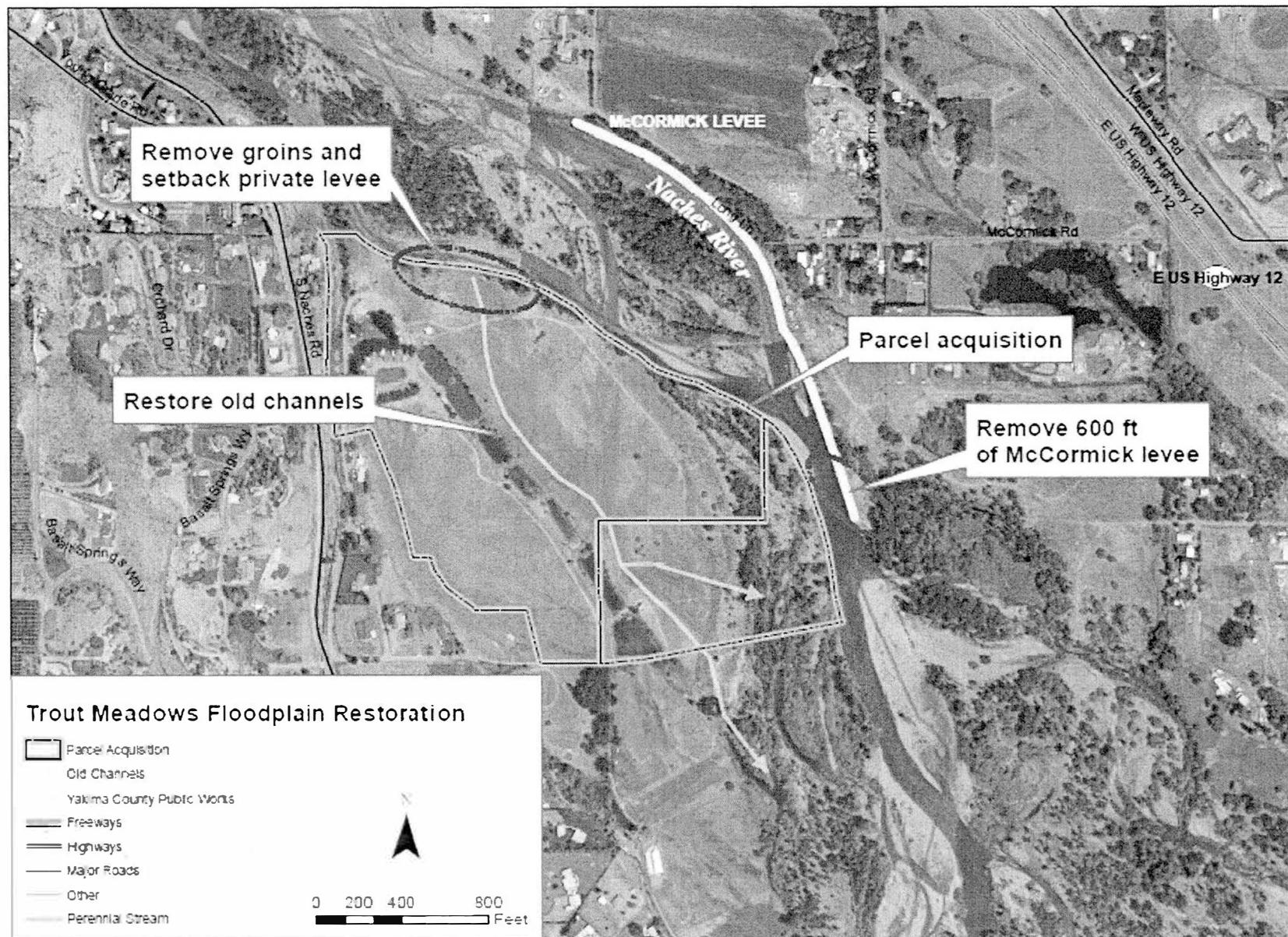
The habitat improvements described below are agreed to by Yakima County Public Services, the USFWS, and the Washington Department of Ecology (WDOE) in a Landowner Agreement dated [Month / Day / Year]. (This date must match the beginning date of the Landowner Agreement.)

Description of Habitat Improvement Project and Objectives:

This project is the second and final phase of the Trout Meadows floodplain restoration, located on the Lower Naches River across from the County owned McCormick Levee (N-2) on the opposing bank, which has been repeatedly flanked at lower return period flood flows producing widespread flood damages. This second phase will open up river access on the right bank of the Naches River at the northern end of the acquired property through 500 feet of groin removal and levee setback and excavation and reconstruction of former floodplain channels using pilot channels. On the opposing left bank, the project will remove 600 feet of the lower end of McCormick Levee. By reacquiring the right bank old river channels and floodplain and removing and reducing the current restrictions on both banks, the project will reduce flood heights and velocities at the McCormick Levee, and reduce flood heights upstream in the sediment depositional zone responsible for large destructive overland flood flows. This phased project will open up approximately 60 and 25 acres on left and right banks respectively, of quality floodplain that had been previously converted from river channels to agricultural fields and reduce velocities and increase left bank channel and floodplain access.

Funding provided by USFWS will be used to assist with the removal of fill material and/or with the construction of one or more pilot channels in the floodplain to restore floodplain function and habitat. The pilot channel or channels on the right bank will be placed in former alignments as evidenced in historic air photos and LiDAR and are intended to jump start natural previously interrupted geomorphic processes, including sediment redistribution and channel formation processes. This work is expected to provide off channel spawning and rearing habitat over time and will improve existing in-river habitat both up and downstream of the project site. Species that will benefit from this action include: bull trout, mid-Columbia steelhead, spring and summer Chinook, coho, lamprey, and other resident fish and wildlife species.

Exhibit A - NYCD Task Order - USFWS Funding Agreement F15AC00583



USFWS will:

1. Will work with Yakima County to insure that the project complies with the following Federal laws and regulations:
 - a. Section 106 of the National Historic Preservation Act
 - b. National Environmental Policy Act
 - c. Endangered Species Act
 - d. Section 404 of the Clean Water Act
 - e. Section 10 of the Rivers and Harbors Act
2. Prepare a Hazardous Substance Assessment for the project.
3. Provide confirmation of compliance with the above to the Cooperator's Project Officer(s) for implementation activities to begin on the project.
4. Assist the Cooperator's Project Officer, as needed, in preparing project permit applications as required under local, State, or Federal laws and regulations.
5. Review and provide technical feedback on project plans and design.
6. Retain final approval authority over all agreements under this Cooperative Agreement

Yakima County (Landowner) will:

1. Serve as administrator of contracts, services, materials acquisitions, and disbursement of the USFWS's cost-share for activities relating to project completion.
2. Work cooperatively with the USFWS to carry out this agreement to participate in fish and wildlife habitat restoration activities to be conducted on private lands that are approved by the USFWS.
3. Coordinate with the USFWS on project design and implementation phases of the project. Submit project plans and design documents to USFWS Project Officer. Request approval of project design from USFWS Project Officer before project implementation and submitting reimbursement requests.
4. Provide technical assistance in preparing applications required to obtain necessary Federal, State, and local permits relating to the project. Submit all Federal, State, and local permit documents to the USFWS Project Officer prior to construction.
5. Coordinate with all project participants and notify each participant that implementation activities can begin once notification is received from the Partners Program Biologist that all appropriate local, State, and Federal permits and clearances have been obtained.
6. Maintain proper books, records, and accounts of all specific project expenditures for the project. (The USFWS must have the right to review the appropriate documentation to verify project expenditures upon a 30 day notice in writing from the USFWS.)
Administer this Cooperative Agreement and any other contracts or services required to successfully complete the project.

The other Cooperator(s) will:

The WDOE will provide funding for both property acquisition and restoration implementation.

Additional information as required for the project:

Budget Table:

Object Class Categories ^a	Partners				
	Landowner	USFWS Partners Program	USFWS Other Programs	Other Non-USFWS	Totals
Personnel	\$6,000	\$	\$	\$	\$6000
Fringe benefits	\$	\$	\$	\$	\$
Travel	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$
Contractural	\$92,000	\$30,000	\$	\$993,000	\$1,115,000
Other	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$
Totals	\$	\$	\$	\$	\$1,121,000

^a The total cost-share by the Cooperator, Service and Landowner must remain the same, however allocations by category may be redistributed upon prior approval by the Service

Any work to be completed may be modified with the mutual agreement of the aforementioned parties.

Budget Narrative:

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Exhibit A - NYCD Task Order - USFWS Funding Agreement F15AC00583

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No.: 0348-0044

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non - Federal (d)	Federal (e)	Non - Federal (f)	Total (g)
1. Partners for Fish & W	15.631	\$	\$	\$ 30,000.00	\$ 1,091,000.00	\$ 1,121,000.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 30,000.00	\$ 1,091,000.00	\$ 1,121,000.00
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories		GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
(1)	(2)	(3)	(4)	(5)		
a. Personnel	\$	\$	\$	\$	\$ 0.00	
b. Fringe Benefits					0.00	
c. Travel					0.00	
d. Equipment					0.00	
e. Supplies					0.00	
f. Contractual			30,000.00	1,091,000.00	1,121,000.00	
g. Construction					0.00	
h. Other					0.00	
i. Total Direct Charge (sum of 6a-6h)	0.00	0.00	30,000.00	1,091,000.00	1,121,000.00	
j. Indirect Charges					0.00	
k. TOTALS (sum of 6i and 6j)	\$ 0.00	\$ 0.00	\$ 30,000.00	\$ 1,091,000.00	\$ 1,121,000.00	
7. Program Income	\$	\$	\$	\$	\$	

Exhibit A - NYCD Task Order - USFWS Funding Agreement F15AC00583

SECTION C - NON-FEDERAL RESOURCES

	(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	Partners for Fish and Wildlife	\$	\$	\$	\$ 0.00
9.	Washington State Dept of Ecology		1,091,000.00		1,091,000.00
10.					0.00
11.					0.00
12.	TOTAL (sum of lines 8 - 11)	\$ 0.00	\$ 1,091,000.00	\$ 0.00	\$ 1,091,000.00

SECTION D - FORCASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
		\$ 0.00	\$	\$	\$
13. Federal	\$ 0.00	\$	\$	\$	\$
14. NonFederal	0.00				
15. TOTAL (sum of lines 13 and 14)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Partners for Fish and Wildlife	\$	\$	\$	\$
17. Washington State Dept of Ecology				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	22. Indirect Charges:
23. Remarks:	