

**FISHAMERICA FOUNDATION GRANT RECIPIENT AGREEMENT**

Please read the Grant Recipient Agreement and the Conditions of the Grant carefully before initialing and signing. The grant recipient must initial and sign this agreement and return it to FishAmerica Foundation no later than **August 29, 2008**.

Acceptance of the grant agreement from the FishAmerica Foundation requires the grant recipient to abide by the following requirements:

**APPROVED BUDGET**

In return for project support approved by the FishAmerica Foundation (herein after referred to as "FAF") in the amount of \$43,200.00, City of Portland, (herein after referred to as the "grant recipient") agrees to apply the grant monies to support the Lower Willamette River Off-Channel Habitat Restoration at the Confluence of Stephens Creek Project. Specifically, the funds are approved for the following:

<b>Budget Item</b>	<b>Detail</b>	<b>FAF Funds</b>
Contracted Services	Stream bypass & dewatering	\$10,000.00
	Turbidity curtain & placement (390lf @ \$40/lf)	\$14,900.00
	Exclusion zone fencing placement (650lf @ \$4/lf)	\$2,600.00
	Topsoil material & placement; fine grading (1500cy @ \$30/cy)	\$15,700.00
	<b>TOTAL</b>	<b>\$43,200.00</b>

The Original grant proposal submitted on February 8, 2008 is now part of this contract. Any and all changes made to the approved budget, timeline or other proposed project activities must receive prior approval from FAF.

**FUNDING DETAILS AND DISPERSEMENT**

The FishAmerica Foundation and the NOAA Restoration Center are providing the funding under this agreement and should be recognized in any publicity regarding this project. The funds supplied under this agreement cannot be used to match federal funding programs in which the grant recipient may be participating. The grant recipient must comply with all federal, state, and local permits and regulations and may not earn more than a total of \$250 in interest on any and all grants funded with federal money.

The grants funds will be placed in an account specifically for the Lower Willamette River Off-Channel Habitat Restoration at the Confluence of Stephens Creek Project (FAF-8037). Once the project is complete, you may request reimbursement for up to \$43,200.00 to cover costs for the project as outlined in this Grant Recipient Agreement. Your final request for reimbursement must be accompanied by the final report and all additional materials.

Please note, no funds will be released until the FAF has received copies of all federal, state, and local permits and the project is NEPA compliant.

\_\_\_\_\_ Please initial here indicating you have read and understood the above page.

You are obligated to provide at least \$43,200.00, as indicated in your Pre-Award Match Letter dated June 26, 2008, for the funds supplied under this agreement. Your Pre-Decision Match letter is now part of this contract. You must keep careful financial records of your match and submit a post-award match letter with supporting documentation to FAF with the final project report.

Reimbursement of approved project expenses as noted in this Grant Recipient Agreement can take up to 45 days to process and mail.

### **CONTRACT PERIOD**

Approved projects are funded for a period of one year. Project expenses prior to the start date of this agreement are not eligible for reimbursement.

Contract Start Date: July 1, 2008

Contract End Date: June 30, 2009

### **REPORTING SCHEDULE**

The interim report for this project is due by January 5, 2009.

The final report for this project is due by July 31, 2009. If the project is completed prior to June 30, 2009, the final report is due within 45 days of the actual project completion date.

### **GUIDELINES FOR SUBMISSION OF REPORTS**

The grant recipient will complete the enclosed reporting form for the interim and final reports.

### **PUBLICITY**

The grant recipient may publicly announce receipt of this grant. All materials intended for public dissemination relating to this grant should give credit to the FAF, the American Sportfishing Association, the NOAA Restoration Center and all listed contributing partners as appropriate. Copies of all press releases and news articles will be made available to FAF. Whenever possible, a sign referencing FAF and the NOAA Restoration Center support will be installed on or near the project site.

### **EVALUATION OF THE GRANT**

At its own expense, FAF may monitor and conduct an evaluation of operations under this grant. Evaluation may include visits to the grant recipient by representatives of FAF in order to observe and discuss the funded program and to review the fiscal accounting records of the project.

### **CONDITIONS OF THE GRANT**

The laws of the United States place certain restrictions on the manner in which funds awarded to organizations by charitable trusts and foundations may be expended. For instance, funds may not be used for any political activities or any purposes prohibited by the Internal Revenue Code. The grant monies approved for your project may only be used for the purpose(s) stated in the Grant Recipient Agreement. Funds may not be expended for any other purpose without the prior written approval of FAF. Funds may not be used in "for profit" commercial ventures.

\_\_\_\_\_ Please initial here indicating you have read and understood the above page.

**LIABILITY**

In making this grant, FAF and their partners assume no liability for injuries or loss to the person(s) or property resulting from grant recipient's negligence under this grant. The grantee will hold FAF harmless and indemnify from any claims or litigation arising from the grantees performance of the project.

**PATENTS AND COPYRIGHT**

The grant recipient has the right to obtain patents and copyrights on any work produced under this grant. The grant recipient agrees to provide FAF a non-exclusive, royalty-free license to utilize and publish for non-commercial purposes any and all works produced under this grant.

**RELATIONSHIP OF THE PARTIES**

The grant recipient acknowledges that it is not an agent, employee, or joint venture of FAF in this undertaking. The grant recipient is responsible for obtaining any required federal, state or local licenses, permits or other approvals required for the project and for management, oversight and completion of the project. The sole undertaking of FAF is to provide grant funds based on the representations of the grant recipient and pursuant to the conditions and as described herein.

**TERMINATION**

This agreement may be terminated by either party upon thirty (30) days written notice to the other party. If terminated by FAF, the grant recipient shall be compensated for all allowable expenses and non-cancelable commitments. If terminated by the grant recipient, all unobligated funds shall be returned to the general fund of FAF. Closeout of this grant, fiscal reporting and the return of any unobligated funds will be accomplished within thirty (30) days of notification.

Should there be any material change in the purpose, character or method of operation of the project, the grant recipient must give written notice to FAF and may be required to relinquish all portions of the grant. Moreover, FAF may cancel all unpaid installments of the grant. Should the grant recipient fail to comply with any of the conditions of the agreement, FAF may, at its sole option, immediately terminate the grant on written notice as provided above. This grant may also be terminated by mutual agreement, in which case any sums not expended, shall be returned to the FAF general fund upon notification of termination.

The grant recipient must meet the above requirements to receive future consideration for FAF funding.

\_\_\_\_\_  
Johanna Laderman  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of grant recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title (please print)