



Contract Review Sheet

PW-5318-23

Grant Agreement #: PW-5318-23 Amendment #: _____

Contact: Alicia Henry Department: Public Works Department

Phone #: 503-378-4320 Date Sent: Friday, March 24, 2023

Title: OWEB - Post Fire Recovery Grant in Rights-of-Way

Contractor's Name: Oregon Watershed Enhancement Board

Term - Date From: March 15, 2023 Expires: June 30, 2023

Original Contract Amount: \$541,559.00 Previous Amendments Amount: _____

Current Amendment: \$0.00 New Contract Total: \$0.00 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs and QRFs)

Description of Services or Grant Award

OWEB - North Santiam Watershed Post-Fire Recovery (Restoration in Marion County Rights-of-Way)
Grant agreement - 222-8501-22733

Desired BOC Session Date: 4/19/2023 BOC Planning Date: 4/6/2023

Files submitted in CMS: 3/29/2023 Printed packet & copies due in Finance: 4/4/2023

BOC Session Presenter(s) _____

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by: <i>Camber Schlag</i> C5B3E3DE257E444...	<u>4/3/2023</u>	_____	_____
Finance - Contracts	Date	Contract Specialist	Date

DocuSigned by: <i>Jane E. Vetto</i> D8CF65B04B0F403...	<u>4/4/2023</u>	_____	_____
Legal Counsel	Date	Chief Administrative Officer	Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form


Meeting date: April 19, 2023

Department: Public Works Agenda Planning Date: April 6, 2023 Time required: 5 Min

 Audio/Visual aids N/A

Contact: Thomas Kissinger Phone: 503-930-9083

Department Head Signature:

DocuSigned by:

 9793BA7ACD6D443...

TITLE

Consider Approval of a Grant Agreement with the Oregon Watershed Enhancement Board (OWEB) for Post-Fire Recovery in the Santiam Canyon

Issue, Description & Background

In September 2020, the Beachie Creek wildfire swept through the Santiam Canyon and devastated the natural environment. Hazard tree removal significantly impacted soils and watershed health, particularly in riparian areas along the Little North Fork Santiam River. Marion County Public Works maintains 200.37 acres of right-of-way on North Fork Road and Gates Hill Road. Tree and vegetation loss in some of these areas was as high as 100%.

Marion County Public Works has developed a restoration plan that will revegetate the natural environment for public use, control noxious weeds that are spreading post-fire, and restore critical habitat for fish and wildlife. Public Works applied for and was awarded a post-fire recovery grant from OWEB to help with the costs associated with this restoration work in County Right-of-Way on North Fork Road and Gates Hill Road. The total grant agreement is for \$541,559 with no required match from the county. Grant funding will provide for the following work items:

- Contracted services and materials to provide noxious weed control, planting, and site preparation,
- 1 year salary and benefits costs of a full-time position to assist with coordination and inspection of the project,
- a new mulching head for a Case excavator to be used for maintenance of the plantings, and
- training for staff on how to identify and control noxious weeds in the project area.

The contracted work will be performed by qualified contractors and a Request for Proposals has been completed. Planting will begin as soon as feasible after this grant agreement is executed. A position request is in progress for the staff position. A mulching head has been quoted by the supplier.

Financial Impacts: Public Works will be reimbursed up to \$541,559 for work performed under this grant. There is no matching funds requirement.

Impacts to Department & External Agencies N/A

Options for Consideration: 1. Approve the grant agreement with OWEB
2. Withhold approval of the grant agreement with OWEB

Recommendation: Staff recommends approval of the grant agreement with OWEB



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

List of attachments:

Grant agreement with the Oregon Watershed Enhancement Board (OWEB)

Presenter:

Scott Wilson, Road Operations Division Manager & Thomas Kissinger, Parks Program Supervisor

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:

Thomas Kissinger, tkissinger@co.marion.or.us
Scott Wilsom, swwilson@co.marion.or.us
Alicia Henry, ahenry@co.marion.or.us

**OREGON WATERSHED ENHANCEMENT BOARD
POST-FIRE RECOVERY GRANT AGREEMENT**

Grantee: Marion County Public Works

Grant Number: 222-8501-22733

Grant Name: North Santiam Watershed Post-Fire Restoration in Marion County Rights-of-Way

Award Amount: \$541,559.00

Project Completion Date: 6/30/2023

Progress Report Date(s):

4/15/2023

Post-Implementation Status Reporting Period: 2 years (See Exhibit D)

Post-Implementation Status Report (PISR) Schedule:

Two PISRs will be required. Due Dates will be July 31 in one year and July 31 in two years following an approved Project Completion Report.

Grantee

Marion County Public Works

5155 Silverton Rd NE

Salem, OR 97305

Phone: 503.588.4158

Email: environmentalservices@co.marion.or.us

Contact: Thomas Kissinger

Project Manager for the Grantee

Thomas Kissinger

Marion County Public Works

5155 Silverton Rd NE

Salem, OR 97305

Phone: 503-930-9083

Email: tkissinger@co.marion.or.us

Payee

Kay Alejandre

Marion County Public Works

5155 Silverton Rd NE

Salem, OR 97305

Phone: (503) 373-4329

Email: kalejandre@co.marion.or.us

Project Manager for the Board

Rachel Thompson

Oregon Watershed Enhancement Board

775 Summer St NE Ste 360

Salem, OR 97301-1290

Phone: (503) 910-6433

Email: Rachel.THOMPSON@oweb.oregon.gov

Fund Source:

State of Oregon general funds.

This Grant Agreement is between the Oregon Watershed Enhancement Board, hereafter called "Board," and the Grantee as identified above, in consideration of the mutual covenants contained herein. This Agreement consists of the following, in descending order of precedence: this Agreement less all exhibits attached, Exhibits I (Grant Application selected for funding by the Board), B (Additional Conditions of Agreement), A (Schedule for Release of Funds), C (Project Completion Report Requirements), D (Post-Implementation Status Report Requirements), E (Permits and Licenses), F (Cooperative/Landowner Agreement(s)), G (Oregon Prevailing Wage Rate Law), and H (Insurance Requirements).

A. Authorization

This grant is authorized by Oregon Laws 2021, chapter 669, section 69 and is subject to Oregon Administrative Rules 695-001-0000 to 695-050-0050, as such rules may periodically be amended by the Board.

B. Grant Award

The Grantee agrees to perform the Project described in the grant application (Exhibit I) and as specified in this Agreement. The Board will disburse Grant Funds in accordance with Exhibit A (Schedule for Release of Funds).

The Grantee agrees that funds provided by the Board will be used only for Project costs incurred on or after August 6, 2021; costs incurred before that date are ineligible for reimbursement.

“Payee” designated on page one (1) of this Agreement means the person or entity designated by Grantee to administer grant payments under this Agreement.

C. Term of Agreement

Unless otherwise specified in Exhibit B, upon signature by all parties, this Agreement is effective on the date that it is fully executed and approved as required by law (the “Effective Date”), and expires on the Project Completion Date specified on page one (1) of this Agreement.

D. Funding Conditions

The Board’s obligation to disburse funds to Grantee under this Agreement is subject to the Board having received, on the date of each disbursement, sufficient funding, appropriations, limitations, allotments, or other expenditure authority to allow the Board, in the exercise of its reasonable administrative discretion, to make each disbursement. Nothing in this Agreement entitles Grantee to receive payment under this Agreement from any part of Oregon state government other than the Board, and nothing in this Agreement is to be construed as permitting any violation of Article IX, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

As a condition for the disbursement of any Board funds, the Grantee agrees to do the following:

1. Obtain Necessary Permits and Licenses

Submit to the Board’s Project Manager, before release of any Board funds for the Project components requiring permits or licenses, or for activities dependent on portions of the Project for which a permit or license has yet to be issued, copies of all permits and licenses from local, state or federal agencies or governing bodies that have been obtained, or written evidence acceptable to the Board that permits and licenses are not needed (see Exhibit E, Permits and Licenses) as required by ORS 541.932(10).

This statute gives OWEB discretion in releasing funds for portions of projects that do not require a permit or license. In considering whether to release funds for portions of on-the-ground restoration activities that do not require permits or licenses, OWEB will consider whether the activities provide ecological benefit consistent with the project objectives, and are not dependent on the portion of the project for which a permit or license has yet to be issued. OWEB also has the discretion to condition its release of funds based on specific circumstances of a project. Grantee should review Exhibit B Conditions of Agreement for any related conditions with respect to permitting, licensing and fund release.

2. Obtain Signed Landowner Agreements

Unless otherwise specified in Exhibit B, the Board will not release any payments under this Agreement until Grantee has submitted to the Board’s Project Manager copies of signed Cooperative/Landowner Agreements for each Project site. Such Cooperative/Landowner Agreements shall at a minimum contain the agreements and certification outlined in Exhibit F.

3. Comply With Implementation Conditions

- (a) Submit to the Board's Project Manager, before release of any Board funds, documentation of non-Board match that has been secured. Before release of any Board funds, documentation that \$1.00 minimum match is required. Any cash or in-kind match funding utilized in the course of completing this grant must be documented in the Project Completion Report (Exhibit C).
- (b) Comply with the applicable Oregon Aquatic Habitat Restoration Guidelines under the Oregon Plan for Salmon and Watersheds.
See <https://digital.osl.state.or.us/islandora/object/osl:16552/datastream/OBJ/view>.
- (c) Comply with the applicable requirements of the Oregon Forest Practices Act, ORS 527.610, *et seq.*, and related rules.
- (d) Provide written notice to the Board's Project Manager of any Grantee address changes, Grantee Project Manager changes or Payee changes.

4. Document and Report Project Completion; Board Approval

- (a) Submit to the Board's Project Manager all receipts, expenditure tracking sheets, and other accounting records through the Project Completion Date, to document expenditure of grant fund installments, and to account for all other funding, in-kind contributions and donations in the Project Completion Report.
- (b) Submit to the Board's Project Manager within 60 days after the Project Completion Date, a Project Completion Report and the final Request for release of Funds that complies with Exhibit C, and includes any special reporting required in Exhibit B. Reports received after 60 days will be marked as "outstanding" until approved by the Board's designee. New grant agreements will not be released if Grantee has any outstanding reports.
- (c) Upon receipt of a Project Completion Report and the final Request for Release of Funds, the Board's designee has 90 days to either approve the report and release final funds, or notify Grantee of any concerns or missing information that must be submitted before the report is considered complete. If there are any unresolved issues 90 days after receipt of the Project Completion Report and the final Request for Release of Funds, then the grant will be marked "outstanding." New grant agreements will not be released if Grantee has any outstanding reports.

E. Records Maintenance and Access

1. **Access to Records and Facilities.** The Board, the Secretary of State's Office of the State of Oregon and their duly authorized representatives will have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the grant moneys provided hereunder, or the Project for the purpose of making audits and examinations. In addition, the Board, the Secretary of State's Office of the State of Oregon and their duly authorized representatives may make and retain excerpts, copies and transcriptions of the foregoing books, documents, papers and records. Grantee will permit authorized representatives of the Board, the Secretary of State's Office of the State of Oregon and their duly authorized representatives to perform site reviews of all services delivered as part of the Project.
2. **Retention of Records.** Grantee will retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the grant moneys or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination or expiration of this Agreement. If there are unresolved audit questions or litigation at the end of the six-year period, Grantee will retain the records until the questions or litigation is resolved.
3. **Expenditure Records.** Grantee will document the expenditure of all grant moneys disbursed by the Board under this Agreement. Grantee will create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit the

Board to verify how the grant moneys were expended, including without limitation accounting for all other funds expended, as well as in-kind services and donated materials.

F. Amendments; Changes in Project Approved by Board

1. Except as provided in Section F(3), any modifications of this Agreement must be mutually agreed to in writing by all parties.
2. All amendments, such as award amendments, time extensions and reinstatements may proceed regardless of reporting obligation status.
3. Grantee agrees to complete the Project as approved by the Board unless proposed modifications to the Project are submitted in writing to, and approved in writing by, the Board's Project Manager or, if required by this Agreement, the Board's Program Manager, prior to the beginning of any work proposed in the modification. Modifications to the budget categories shown in Exhibit A may be approved for change upon signature of the Board's Project Manager.

G. Assignment

The Grantee will not assign or transfer its interest in this Agreement without prior written approval from the Board.

H. Permission Required to Access Private Property; Access to Project Sites

In carrying out this Agreement, Grantee will not access any private property without first obtaining written consent from the landowner of the private property. Grantee will direct its contractors not to access private property without first obtaining written consent from the landowner of the private property.

Upon Board request and consistent with the Cooperative/Landowner Agreement(s) meeting the requirements as specified in Exhibit F, Grantee will seek the landowner's permission for mutually convenient access to the Project site by Board members and their representatives for the purposes of evaluating Project implementation, completion, post-implementation status or effectiveness.

I. Public Domain Information

Projects funded by this grant may be used in the collection of monitoring information on private lands about the effects of the Project on aquatic or terrestrial conditions. Grantee acknowledges that all monitoring information obtained from private lands may become public information subject to the requirements of ORS 192.311 to 192.478.

J. Post-Implementation Maintenance and Post-Implementation Reports

1. Projects funded by the Board are intended to provide long-term benefits to the watershed. The Grantee or landowner will provide necessary and normal maintenance to sustain the value of the Project once it is completed. Maintenance will be in accordance with the terms of the Cooperative/Landowner Agreement(s) (Exhibit F).
2. Grantee shall submit Post-Implementation Status Reports documenting the status of the Project that are satisfactory to the Board and comply with Exhibit D and any special reporting requirements in Exhibit B. Reporting shall be at a frequency and for the period specified on page one (1) of this Agreement.
3. Reports are not considered complete until Grantee has responded to the Board's concerns and questions in a manner satisfactory to the Board's Project Manager and Program Manager. "Board approval" means the report has been approved by the Board's Program Manager or delegate. A report will show as "outstanding" (i.e., overdue and not approved) on OGMS until the report has been approved by the Board. New grant agreements will not be released to Grantee if Grantee has any outstanding reports.

K. Termination of Grant Agreement

1. This Agreement may be terminated:
 - (a) At any time by mutual written consent of all parties;
 - (b) Upon written notice by the Board to Grantee for Grantee's failure to perform any provision of this Agreement;
 - (c) Upon 30 days written notice by the Board to Grantee for any other reason specified in writing; or
 - (d) At any time, upon written notice by the Board, if the Board lacks sufficient funding, appropriations, limitations, allotments, or other expenditure authority to allow the Board, in the exercise of its reasonable administrative discretion, to disburse the grant funds.
2. Within 30 days of termination, Grantee will return to the Board any unspent funds provided by the Board under this Agreement in accordance with Section P, Recovery of Grant Funds. The Board will reimburse the Grantee for authorized services performed and eligible expenses incurred before the termination under this Agreement.

L. Compliance With Applicable Law

Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement or the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations, (b) Titles VI and VII of the Civil Rights Act of 1964, as amended, (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (d) the Americans with Disabilities Act of 1990, as amended, (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) all regulations and administrative rules established pursuant to the foregoing laws, and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement or the Project and required by law to be so incorporated. Grantee shall not discriminate against any individual, who receives or applies for services as part of the Project, on the basis of actual or perceived age, race, creed, religion, color, national origin, gender, disability, marital status, sexual orientation, age or citizenship. All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under state law.

M. Grantee Authority

The individual signing on behalf of the Grantee hereby certifies and swears under penalty of applicable law that s/he is authorized to act on behalf of Grantee, has authority and knowledge regarding Grantee's payment of taxes, and to the best of her/his knowledge, Grantee is not in violation of any Oregon tax laws.

N. Indemnity

Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 - 30.300), Grantee will defend (subject to any limitation imposed by ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon and the Board and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Grantee or its officers, employees, contractors, or agents under this Agreement or in the implementation of the Project.

O. Designation of Forum

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

P. Recovery of Grant Funds

Any funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement or that remain unexpended on the earlier of termination of this Agreement or the Project Completion Date must be returned to the Board not later than 15 days after the Board's written demand.

Q. Counterparts

This Agreement may be executed in several counterparts, including by facsimile or by signature on a portable document format (pdf) delivered by email, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

R. Insurance

1. In addition to any insurance specified in Exhibit H, Grantee shall carry the insurance types and amounts described below and will continue this coverage through Project completion. In addition, the Grantee shall require that all contractors or consultants hired for construction, restoration, technical design, assessment or monitoring contracts carry the minimum insurance types and amounts described below. The minimum insurance requirements do not apply to contractors not engaged in these types of activities facilitation, data analysis, web design, etc. Contractor insurance requirements do not apply to landowners with whom the Grantee is contracting to perform work on the landowner's property.

Insurance Type	Minimum Amount
General liability	\$1,000,000 per occurrence, \$2,000,000 annual aggregate
Auto liability	\$1,000,000 combined single limit

2. If requested by the Board, Grantee shall provide to the Board Certificate(s) of Insurance for all required insurance. As proof of insurance the Board has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.
3. Grantee or the insurer must provide at least 30 days' written notice to the Board before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

THIS AGREEMENT, INCLUDING ALL MATERIALS INCORPORATED BY REFERENCE, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THIS SUBJECT. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HERE REGARDING THIS AGREEMENT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE FAILURE OF THE BOARD TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE BOARD OF THAT OR ANY OTHER PROVISION. GRANTEE, BY EXECUTING THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CERTIFICATION

GRANTEE CERTIFIES THAT GRANTEE WILL NOT BEGIN WORK ON PROJECTS INVOLVING PRIVATE LANDS UNTIL GRANTEE HAS SECURED COOPERATIVE LANDOWNER AGREEMENTS (EXHIBIT F) WITH ALL PARTICIPATING PRIVATE LANDOWNERS THAT, AT A MINIMUM, COMPLY WITH SECTION H AND INCLUDE THE FOLLOWING:

- (a) Identification of the party responsible for repairs and maintenance of the Project; and**
- (b) Acknowledgement that the landowner is aware of the application to OWEB and that information relating to the work, including effectiveness monitoring data, is a public record.**

AGREED:

FOR THE GRANTEE:

FOR THE BOARD:

Grantee Signature

OWEB Program Manager

Print Name

Date

Date

**SIGNATURE PAGE FOR
OWEB - POST FIRE RECOVERY GRANT IN RIGHTS-OF-WAY - PW-5318-23
between
MARION COUNTY and STATE OF OREGON WATERSHED ENHANCEMENT
BOARD**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: DocuSigned by:
Brian Nicholas
9793BA7ACD6D443... 4/3/2023

Department Director or designee Date

Authorized Signature: Date

Chief Administrative Officer

Reviewed by Signature: DocuSigned by:
Jane E. Vetto
D00FC5B04B9F483... 4/4/2023

Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by:
Camber Schlag
C6B2F3DF267F444... 4/3/2023

Marion County Contracts & Procurement Date

EXHIBIT A**SCHEDULE FOR RELEASE OF FUNDS**

All fund requests shall comply with the Board's Billing Instructions and Budget Categories Definitions and Policies, (see OWEB's website <https://www.oregon.gov/OWEB/> "manage your grant" and choose "payments & budgets") and be submitted using the most current Request for Release of Funds form signed by the Grantee, Payee, or other agent authorized by Grantee. Disbursement of funds is subject to the Board having sufficient funding on the date of each disbursement. The Board will not reimburse the Grantee for any expenditure incurred prior to the award date of the grant agreement except for fees charged by an affected city or county for processing the required Land Use Information Sheet. Payment requests will be processed after approval by the Board's Project and Fiscal Managers or delegates.

Funds are released upon Board approval of receipts or invoices for amounts \$250 or more (excluding indirect cost grant administration) for purchases or work accomplished along with an expense tracking spreadsheet for all Board expenses.

The Board may agree to release funds in advance on the basis of the Board's approval of a detailed estimate of expenses. Copies of receipts, invoices or supporting documentation, for amounts \$250 or more (excluding indirect cost grant administration) must be submitted to document Board funds previously advanced for this grant within 120 days of the date of the advance payment. Also, an expense tracking spreadsheet for all Board expenses shall be submitted. Grantee's failure to clear the advance by providing satisfactory documentation within 120 days may delay new grants and other grant payment requests and amendments.

The grant budget consists of the elements listed below.

Budget Category	Amount
OWEB Funds	
Salaries, Wages and Benefits	\$109,327.00
Contracted Services	\$335,558.00
Materials and Supplies	\$55,375.00
Equipment	\$41,299.00
Categories Subtotal	\$541,559.00
	\$541,559.00

Up to the final 10% of the grant (\$54,156.00) will not be released for payment until the Board's approval of the Project Completion Report including all grant expense documentation. OAR 695-005-0060(7).

Submittal and Board approval of a Project Completion Report and final Request for Release of Funds will authorize the Board to retain any remaining unspent funds.

EXHIBIT B
CONDITIONS OF AGREEMENT

1. Match: Rule Waiver

In accordance with OAR 695-005-0070, and with the Director's authorization signed on 2/10/2023, the 25% matching funds requirement in D(3)(a) of this Agreement is waived to a minimum of \$1.00. However, any cash or in-kind match funding utilized in the course of completing this grant must be documented in the Project Completion Report (Exhibit C).

2. Landowner Agreement: Project involving public lands

For any portion of the Project occurring on public lands, OWEB will not release any funds for a Project site until Grantee has submitted documentation to the Board's Project Manager from the appropriate agency indicating concurrence prior to beginning work.

3. First Payment: Photo Points

OWEB will not release any funds for a Project site until Grantee has submitted to the Board's Project Manager pre-Project photos at photo points established to track visual change(s) resulting from restoration Project. Grantee should carefully consider photo point locations to ensure photos clearly show the same sites and perspective in future photos to meet reporting requirements (see Exhibits C and D) and demonstrate that completed restoration meets the scope of work described in the grant application.

4. First Payment: Map

OWEB will not release any funds for a Project site until Grantee has submitted to the Board's Project Manager a map that shows where the photo points have been established. Baseline criteria for the map include 8 ½ x 11 size and .pdf format. Minimum background layers include recent aerial imagery, Project boundary, streams, and roads/highways.

5. Reporting: Quarterly Report

Progress Report: (a) Grantee will submit to the Board's Project Manager quarterly progress reports using the template or electronic reporting tool provided by the Board under this agreement. (b) Each submission of a Request for Release of Funds form must be accompanied by a quarterly progress report. (c) A final quarterly progress report will be submitted with the Project Completion Report, as described in Exhibit C, and the final Request for Release of Funds form. See page one for reporting schedules.

6. Notifications: Final Project Design is Developed

Notify the Board's Project Manager when the final Project design is developed.

7. Project Completion Report: Plant Stewardship

In addition to the requirements in Exhibit C, the Project Completion Report shall include the following regarding plant stewardship:

1. List of species planted and the overall planting density.
2. Summary of actions completed to promote plantings reaching a "free-to-grow" state, including interplanting, invasive species control, irrigation, or other activities related to plant stewardship.

3. An analysis of progress towards restoring target plant community(ies) described in the grant application. This could be described by data on plant survival and mortality, native plant density, and/or percent cover of natives versus invasive plant species.

4. Photo points taken at least once during the growing season.

8. Post-Implementation Status Reporting: Plant Stewardship

In addition to the requirements in Exhibit D, Post-Implementation Status Reports shall include the following regarding plant stewardship:

1. Summary of actions completed to promote plantings reaching a “free-to-grow” state, including interplanting, invasive species control, irrigation, or other activities related to plant stewardship.

2. An analysis of progress towards restoring target plant community(ies) described in the grant application. This could be described by data on plant survival and mortality, native plant density, and/or percent cover of natives versus invasive plant species.

3. Photo points taken at least once during the growing season.

EXHIBIT C**PROJECT COMPLETION REPORT REQUIREMENTS**

Oregon Administrative Rule 695-010-0100(1) states that “Grantee must submit a report at completion of the Project describing the work done and placing it in its larger watershed context.” Therefore, **Grantee must submit a Project Completion Report within 60 days following the Project Completion Date**, that includes, but is not limited to, (1) through (6) below.

The Project Completion Report must be submitted electronically on the Board’s Grant Management System (OGMS). Electronic submission requires an OGMS User Identification and password. Call our Fiscal Agent to request a User Identification and password.

1. **A final Project summary** that in 200 words or less, describes **what the Project accomplished and what problem(s) it addressed**. The information you provide will be used for accountability and reporting purposes, and displayed for the general public. Please make a clear and concise statement; avoid jargon and acronyms. For guidance see: [https:// www.oregon.gov/OWEB/](https://www.oregon.gov/OWEB/) “manage your grant” and choose “reporting requirements”.
2. **A brief, narrative description of the Project including:**
 - (a) Background on the problem that generated the Project;
 - (b) A description of the work done, placing it in its larger watershed context;
 - (c) A description and explanation of any changes to the original proposal;
 - (d) A summary of any outreach activities related to the Project, including identification of any tours or presentations and copies of newspaper or other media coverage about the Project;
 - (e) Lessons learned, if any, from the Project; and
 - (f) Recommendations, if any, for more effective implementation of similar projects.
3. **See Exhibit B for any additional reporting requirements for the Project Completion Report.**
4. Documentation that the Project complies with the Oregon Aquatic Habitat Restoration and Enhancement Guide, if applicable. See [https:// www.oregon.gov/OWEB/](https://www.oregon.gov/OWEB/) “resources” choose “Field and Technical Guides” choose “Aquatic Habitat Guide”.
5. Color photographs of the Project areas before and after the Project completion taken at pre-set photo points. See <https://www.oregon.gov/OWEB/> “resources” choose “Field and Technical Guides” choose “Photo Point Monitoring”.
6. Submit Oregon Watershed Restoration Inventory (OWRI) reports with the required map(s) and location information. Instructions for OWRI reporting and submittal are available on the OWEB website at: <https://www.oregon.gov/OWEB/> “Project Data and Reporting” then choose “OWRI”.

EXHIBIT D**POST-IMPLEMENTATION STATUS REPORT REQUIREMENTS**

Oregon Administrative Rule 695-010-0100(2) states that “Grantee will track the status of the Project, and continue its maintenance, submitting periodic reports on a schedule set by the Board. All reports will be filed with the Board or at a location specified by the Board.”

A Post-Implementation Status Report (“Status Report”) must include:

1. An assessment of whether the Project continues to meet the goals specified in the Grant Agreement.
2. Information or materials required by the Grant Agreement Exhibit B Conditions of Agreement.
3. A description of any maintenance or modifications made since Project completion or since the last Status Report, whichever was last.
4. An accounting of any costs associated with Project maintenance and reporting to the Board.
5. A summary of any public awareness activities related to the Project undertaken since Project completion or since the last Status Report, whichever was last.
6. Lessons learned, if any, from the Project.
7. Unless otherwise specified, the Grantee will provide color photos of all Project elements (i.e., fencing, planting, or structures) to show compliance of the Project with the Board funding decision. Photo points will be set up, and the color photographs should be taken with the same focal-length lens at the same time of year, showing conditions before and after Project completion. Guidelines for photo point documentation are provided on the OWEB website at: <https://www.oregon.gov/OWEB/> “Resources” choose “Field and Technical Guides” choose “Photo Point Monitoring”.

EXHIBIT E
PERMITS AND LICENSES

Section D.1. of this Agreement outlines requirements for permits and licenses. Exhibit B Conditions of Agreement may contain additional conditions with respect to permitting, licensing and fund release.

Before the release of Board funds for activities requiring a permit or license, or for activities dependent on portions of the Project for which a permit or license has yet to be issued, the Grantee must submit to the Board’s Project Manager copies of all required permits or licenses, or submit written evidence acceptable to the Board that permits and licenses are not required.

OWEB may release funds for elements of the Project that do not require a permit or license. To be considered for release, Grantee must provide written documentation to the Board’s Project Manager requesting such consideration and affirming that the Project element(s) for which no permits or licenses are required will lead to ecological benefits consistent with the Project objectives, and are not dependent on the portion of the Project for which a permit or license has yet to be issued.

The following are often required for projects involving waterway alteration or watershed enhancement.

- Removal/Fill permit(s) – Dept. of State Lands
- Water Right Permit(s) – Water Resources Dept.
- Zone or Development Permit(s) – City or County Planning Department
- State, Federal and Tribal Cultural Resources Protection permits
- 401 Water Quality Certificate – Department of Environmental Quality
- Fill permit(s) – US Army Corps of Engineers
- City or County permit(s)

The foregoing list of permits and licenses is not exhaustive. I understand that it is my responsibility to determine which permits, licenses and General Authorizations are required for the Project.

List the components of your Project requiring permits or licenses and the associated permit(s)/license(s).

If necessary, list additional activities requiring a permit or license, the name of the permit or license and issuer on a separate page and attach to this Exhibit. By its signature on this Agreement, the Grantee certifies to OWEB that the following is a complete and accurate list of the Project components requiring permits or licenses and the associated required permits or licenses.

Project Activity Requiring Permit/License	Permit/License Name and Entity Issuing

The work related to this project will not require permits or licenses.

EXHIBIT F

COOPERATIVE/LANDOWNER AGREEMENT(S)

All Cooperative/Landowner Agreements for Projects shall include the following provisions at the minimum:

- Landowner's certification that the landowner owns the land where the work will be carried out;
- Landowner's agreement to allow Grantee to carry out the work, or a portion of the work on the Landowner's property;
- Landowner's agreement to maintain the Project, or allow maintenance of the Project, over a time period consistent with the grant application;
- Landowner's agreement to allow Board representatives access to the site where the work is being carried out for inspection and evaluation; and
- Landowner's acknowledgment that he/she is aware of the application to the Board and that information relating to the work, including effectiveness monitoring data, is a public record.

EXHIBIT G**OREGON PREVAILING WAGE RATE LAW**

Grantees may be required to comply with Oregon's prevailing wage rate law. ORS 279C.800-279C.870. This law requires that entities using public funds for public works must pay not less than the prevailing rate of wage for an hour's work, including fringe benefits, in the same trade in the locality where the work is performed. Contracts not exceeding \$50,000 are exempt from prevailing wage rate laws and nonprofit organizations are exempt for work other than construction. Public works include, but are not limited to, "roads, highways, buildings, structures and improvements of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by any public agency to serve the public interest . . ." ORS 279C.800(6)(a). Construction is defined as "the initial construction of buildings and other structures, or additions thereto, and of highways and roads." OAR 839-025-0004(6)

Failure to comply with prevailing wage rate laws could result in a Grantee being liable to the workers affected in the amount of their unpaid minimum wages, including all fringe benefits, and in an additional amount equal to unpaid wages as liquidated damages.

Information regarding prevailing wage rate law can be found on the Bureau of Labor and Industries website at https://www.oregon.gov/BOLI/WHD/PWR/Pages/W_PWR_Pwrbk.aspx.

EXHIBIT H
INSURANCE REQUIREMENTS

Section R of this Agreement specifies the base insurance requirements. The Board considers some projects and project activities to have an increased risk to the organization, organization’s employees, volunteers, and the community and may require additional insurance. If required for the Project under this Agreement, the additional insurance types required, the amount, and who will carry the insurance are set forth below.

- The work related to this Project **will not** require additional insurance beyond base Agreement requirements.
- The work related to this Project **will** require additional insurance beyond base Agreement requirements.

If Grantee is completing the technical work, Grantee shall carry the insurance types and amounts described below and will continue this coverage through Project completion. If Grantee is contracting out the technical work, they will only be required to meet the minimum Board insurance requirements of **Section R** of this Agreement. Additionally, Grantee shall require that all contractors or consultants hired for construction, restoration, technical design, assessment or monitoring activities carry the minimum insurance types and amounts described below.

Insurance Type	Coverage Amount	Organization carrying insurance

EXHIBIT I

**OWEB GRANT APPLICATION
(In OWEB files)**