

OREGON WATERSHED ENHANCEMENT BOARD
RESTORATION GRANT AGREEMENT

Grantee: Walla Walla Basin Watershed Council

Grant Number: 214-6012-10490

Grant Name: Mud Creek and West LWW Aquifer Recharge and Distributary/Floodplain Function

Award Amount: \$292,893.00

Grant Completion Date: February 28, 2016

Post-Implementation Reporting Period: Two (2) years (See Exhibits C and D)

Post-Implementation Status Reporting Schedule: One report due April 30 due the second year following approval of the Project Completion Report.

Grantee

Walla Walla Basin Watershed Council
810 S Main Street
Milton-Freewater OR 97862
Phone: 541-938-2170
Fax: 541-938-2170
Email: steven.patten@wwbwc.org
Contact: Steven Patten

Project Manager for the Grantee

Steven Patten
Walla Walla Basin Watershed Council
810 S Main Street
Milton-Freewater OR 97862
Phone: 541-938-2170
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Email: steven.patten@wwbwc.org

Fiscal Agent

Chris Sheets
Walla Walla Basin Watershed Foundation
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Milton-Freewater OR 97862
Phone: 541-938-2170
Fax: 541-938-2170
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Project Manager for the Board

Sue Greer
OWEB
PO Box 880
Condon OR 97823
Phone: 541-384-2410
Fax: 541-384-2430
Email: sue.greer@state.or.us

Fund Source:

This grant includes \$292,893.00 of either Oregon Lottery funds or another state fund source and must comply with the requirements defined in Article XV, section 4b(2) of the Oregon Constitution.

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 A (Schedule for Release of Funds), B (Special Conditions), 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 (Grant Application approved by the Board). All exhibits are incorporated by reference.

A. Authorization

This grant is authorized by ORS 541.890 to 541.958, as amended by Oregon Laws 2011, chapter 643, 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 H) and as specified in this Agreement, including without limitation in accordance with Sections C through P of this Agreement, and in accordance with the Special Conditions identified in Exhibit B. In return, the Board agrees to payment of costs identified in this Agreement according to the *Schedule for Release of Funds*, attached as Exhibit A.

The Grantee agrees that funds provided by the Board will be used only for the purposes specified in the grant application (Exhibit H) and as detailed in Exhibits A and B.

C. Term of Agreement

This Agreement will become effective upon signature by all parties. Any changes to the project must be approved before implementation and approved by all parties according to Section F, Amendments. The Project Completion Report is due within 60 days following grant completion. The Grantee will provide at least 25% non-Board match for the total amount of funding from the Board unless otherwise specified in Exhibit B.

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. Acknowledge Funding

- (a) Provide a "funding partners sign" on the project site if the property is adjacent to a federal, state, county, or other well-traveled road and is visible from the road.
- (b) Provide for review and approval by the Board's Project Manager, draft and final copies of any technical, educational or informational materials produced through the grant before publication or electronic posting.
- (c) Provide acknowledgement on any technical, educational or informational material produced through this grant and distributed either in paper or electronic form that funding was provided by the Board.

2. 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 Special Conditions of this Agreement for any related conditions with respect to permitting, licensing and fund release.

3. Comply With Implementation Conditions

- (a) Submit to the Board's Project Manager, before release of any Board funds, documentation that non-Board match has been secured as required by OAR 695-005-0060(3).
- (b) Notify the Board's Project Manager when any change or modification of the project is proposed.
- (c) Comply with the Oregon Aquatic Habitat Restoration Guidelines under the Oregon Plan for Salmon and Watersheds.
See <http://www.oregon.gov/OWEB/docs/pubs/habguide99-complete.pdf>.
- (d) Inform the Board's Project Manager of any address changes.
- (e) Adhere to the Special Conditions as described in Exhibit B.

4. Document and Report Project Completion

- (a) Submit to the Board's Project Manager all verifiable receipts, expenditure tracking sheet, and other accounting records throughout the term of this Agreement 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 a Project Completion Report as provided in Exhibit C and final Request for Release of Funds form within 60 days of grant completion date.

5. Post-Implementation Reporting

Submit to the Board's Project Manager a Post-Implementation Status Report, as required in Exhibit D.

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

Any modifications of this Agreement must be mutually agreed to in writing by all parties. Amendments for time extensions, reinstatements, and award amendments will be permitted only if all reporting obligations under any earlier agreements have been met. Other amendments, such as budget or fiscal agent changes, may proceed regardless of reporting obligation status. Modifications to the budget elements only, as 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 verbal or written consent from the landowner of the private property. Grantee will direct its contractors not to access private property without first obtaining verbal or 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 192.410 to 192.505.

J. Post-Implementation Maintenance and Post-Implementation Reports

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).

Grantee may be required to submit a Post-Implementation Status Report to the Board on the status of the grant at a frequency and period specified on page 1 of this Agreement. Those reports will be in accordance with the *Post-Implementation Status Reporting Requirements*, attached as Exhibit D.

K. Termination of Grant Agreement

1. If this Agreement is not signed by all parties within one (1) year of Board approval, the Grantee will not be reimbursed for any expenses and funding will be terminated. OAR 695-005-0050(2)
2. 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 other 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.
3. 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 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 ORS 656.126.

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

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 ("Misexpended Funds") or that remain unexpended on the earlier termination of this Agreement or grant completion ("Unexpended Funds") must be returned to the Board not later than 15 days after the Board's written demand.

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.

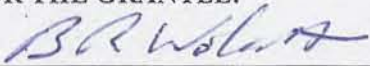
CERTIFICATION

GRANTEE CERTIFIES THAT BEFORE BEGINNING WORK ON PROJECTS INVOLVING PRIVATE LANDS, GRANTEE HAS SECURED, OR WILL SECURE, COOPERATIVE LANDOWNER AGREEMENTS WITH ALL PARTICIPATING PRIVATE LANDOWNERS THAT, AT A MINIMUM, INCLUDE THE FOLLOWING:

- (a) Permission to access the private land, at times agreeable to the landowner, to implement the project, inspect the project, track the status of the project, or perform repairs or maintenance;
- (b) Permission for the Board or its representatives to access the private land for inspections and evaluations of the project;
- (c) Identification of the party responsible for repairs and maintenance of the project; and
- (d) 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:



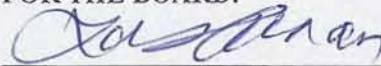
BRIAN R. WOLCOTT

Print Name

11/14/13

Date

FOR THE BOARD:

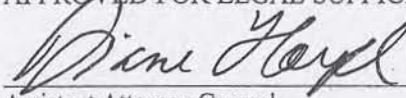


OWEB Program Manager

11/14/13

Date

(If the grant is for more than \$150,000)
APPROVED FOR LEGAL SUFFICIENCY:



Assistant Attorney General
Oregon Department of Justice

10/24/13

Date

EXHIBIT A
SCHEDULE FOR RELEASE OF FUNDS

All fund requests must be submitted using the most current Request for Release of Funds form signed by the Grantee or the Grantee's authorized agent. Disbursement of funds is subject to the Board having sufficient funding on the date of each disbursement. Payment requests will be processed after approval by the Board's Project and Program Managers. Funds are released upon presentation of receipts, invoices or bills for purchases or work accomplished. If a landowner is requesting reimbursement for materials and supplies provided for the project, OWEB may reimburse Grantee for certain costs, pursuant to the landowner receipts guidance provided in OWEB's Grant Billing Instructions at: www.oregon.gov/OWEB/Pages/forms_linked.aspx.

Funds may also be released in advance on the basis of a detailed estimate of expenses. Receipts/invoices and an expense tracking spreadsheet must be submitted to document **all funds** received from the Board for this project within 120 days of the date of the check. Failure to comply may delay new grants from being issued, and other grant payment requests and amendments.

Authorized travel expenses will be reimbursed at State of Oregon rates. Receipts for lodging are required for reimbursement. In-house personnel costs include: gross wages, payroll taxes, health insurance, retirement benefits, accrued leave liability, and workers compensation insurance. Fiscal administration costs include: accounting, auditing, contract management and fiscal reporting expenses, including final report expenses for this grant. Definitions of Budget Categories can be found at: http://oregon.gov/OWEB/forms/budget_categories_defs_sep06.pdf.

The grant budget consists of the elements listed below. Modifications to the budget elements only, as shown in Exhibit A, may be approved for change upon signature of the Board's Project Manager.

Budget Category	Amount
OWEB Funds	
Pre-Implementation	\$11,183.00
Project Management	\$19,418.00
In-House Personnel	\$36,666.00
Contracted Services	\$202,500.00
Travel	\$791.00
Supplies/Materials	\$1,000.00
Equipment	\$12,775.00
Outreach	\$0.00
Categories Subtotal	\$284,333.00
Fiscal Administration (OAR 695-005-0030(5))*	\$8,560.00
Post-Implementation Status Reporting	\$0.00
Effectiveness Monitoring	\$0.00
Plant Establishment	\$0.00
Grant Total	\$292,893.00

*Not to exceed 10% of the Categories Subtotal

Note: The final 10% of the grant (\$29,289.00) will be released for payment upon receipt of all grant expense documentation and acceptance of the Project Completion Report by the Board. OAR 695-005-0060(8)

EXHIBIT B
SPECIAL CONDITIONS

1. Related Effectiveness Monitoring work.

The Effectiveness Monitoring work described in application 214-6012 Question R17 will not be included in this grant, but will be performed under the related Effectiveness Monitoring Grant Agreement 214-6012-10778.

2. Special Grant Conditions.

The following special conditions apply to the implementation of this Agreement:

- (a) Notify the Board's Project Manager when the final project designs are developed and initial construction is scheduled.
- (b) Grantee may not make any changes to the scope of work in this Agreement without prior written approval (email is sufficient) of the Board's Project Manager.
- (c) Submit to Board's Project Manager **two (2) copies** of all grant-related materials, including requests for funds, invoices, permits and reports.
- (d) OWEB will not release any funds for a project site until Grantee has submitted to the Board's Project Manager copies of **signed Cooperative/Landowner Agreement(s)** for that project site **OR** documentation from the Grantee of verbal Cooperative/Landowner Agreement(s) for that project site.
- (e) Following project completion, OAR 695-005-0050(6) requires that equipment purchased with Board funds reside with any of the following: watershed council, soil and water conservation district, tribe, local government, state agency, institution of higher learning, or a school district. Therefore, with the Project Completion Report, Grantee will submit a letter on letterhead from the receiving entity acknowledging that they will house the equipment in perpetuity and agree to make the equipment available to others at no cost, other than nominal operation and maintenance costs.

3. Project Completion Report Conditions.

The following special conditions apply to the Project Completion Report:

- (a) Submit an **online** Project Completion Report within 60 days of project completion to Board's Project Manager along with **two (2) hard copies** of the **final fund request**. See Exhibit C for instructions and contact the Board's Project Manager if there are questions about online reporting.
- (b) A **map** showing all final project sites and a description of what type of aquifer recharge design was installed.
- (c) A minimum of **ten (10) color photos**, two views of each of the project sites taken after completion of the project.

4. Post-Implementation Status Report Conditions

The following special conditions apply to the Post-Implementation Status Report:

- (a) Submit to the Board's Project Manager **two (2) copies** of the Post-Implementation Status Report. One report is due April 30 two (2) years following approval of the Project Completion Report.
- (b) Post-Implementation Status Report shall include color photos taken two years after completion of project. Grantee will submit **ten (10) photos** taken at the same location of those submitted with the original application and the Project Completion Report.

5. Documenting 25% Match

At the time of project completion, Grantee is required to document on the Match/In-Kind Documentation for Final Report form at least 25% match of the total actual OWEB cash contributions under both 214-6012-10490 (REST) and 214-6012-10778 (EM).

Under a separate grant agreement 214-6012-10778 (EM), Grantee will be conducting effectiveness monitoring on this restoration project for a period of years following project completion. Consequently, total actual costs for effective monitoring cannot be known at the time of project completion for this grant. Nevertheless, in an effort to reduce paperwork, Grantee will report final match just one time for both grants 214-6012-10490 (REST) and 214-6012-10778 (EM) by following this special condition: At the time of project completion for this grant, Grantee will document at least 25% match of the combined total OWEB award amount (\$339,669.00), as follows: \$292,893.00 for 214-6012-10490 (REST) and \$46,776.00 for 214-6012-10778 (EM).

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 project completion** that includes, but is not limited to, (1) through (7) below. The Project Completion Report may be submitted in writing to OWEB's Project Manager or submitted electronically on OWEB's Grant Management System (OGMS). Grantee must have an OGMS User Identification and password to submit the Project Completion Report electronically. If Grantee does not have an OGMS User Identification and password, Grantee may request one by calling (503) 986-0232. Once logged into OGMS, click on the menu item 'Project Completion Reporting.' <http://apps.wrd.state.or.us/apps/oweb/fiscal/default.aspx>. See reporting guidance at www.oregon.gov/OWEB/GRANTS/Pages/final_report_guidance.aspx.

- (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 www.oregon.gov/OWEB/GRANTS/Pages/final_report_guidance.aspx.
- (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 Special Conditions applying to the Project Completion Report.**
- (4) Documentation that the project complies with the Oregon Aquatic Habitat Restoration and Enhancement Guide, if applicable. See <http://www.oregon.gov/OWEB/docs/pubs/habguide99-complete.pdf>.
- (5) Color photographs of the project areas before and after the project completion taken at pre-set photo points. Guidelines for photo point documentation are provided on the OWEB website at: http://www.oregon.gov/OWEB/docs/pubs/PhotoPoint_Monitoring_Doc_July2007.pdf.
- (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: www.oregon.gov/OWEB/MONITOR/pages/owri.aspx.
- (7) An accounting of the expenditures of Board moneys and all other funding in the project, including a final accounting of all in-kind contributions, donations and the **required non-Board match funds**, using the Match Form for Final Report form provided on the OWEB website at www.oregon.gov/OWEB/Pages/forms_linked.aspx.

The Board's Project Manager must review and approve project completion, including the review and approval of all documents, permits, invoices, etc., before the final 10% of the grant award is released.

Submittal and acceptance of a Project Completion Report and final request for release of funds will authorize the Board to retain any remaining unspent funds.

OWEB will not issue new grant agreements when Grantee has any outstanding reports due to OWEB.

EXHIBIT D

POST-IMPLEMENTATION STATUS REPORT REQUIREMENTS

Oregon Administrative Rule 695-010-0100(2) states that "Grantee will monitor the long-term effectiveness 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 must include the following elements:

1. An assessment of whether the project continues to meet the goals specified in the Grant Agreement.
2. A description of any maintenance or modifications made since project completion or since the last Status Report, whichever was last.
3. An accounting of any costs associated with project maintenance and reporting to the Board.
4. A summary of any public awareness or educational activities related to the project undertaken since project completion or since the last Status Report, whichever was last.
5. Lessons learned, if any, from the project.

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:
http://www.oregon.gov/OWEB/docs/pubs/PhotoPoint_Monitoring_Doc_July2007.pdf

Photos must be taken:

1. At the same location as photographs from before project implementation (see Exhibit C);
2. Upon project completion; and
3. For each year the Board requires a Status Report. (See reporting requirements for this grant in Section J.)

NOTE: See Exhibit B for any Special Conditions applying to the Post-Implementation Status Report.

EXHIBIT E
PERMITS AND LICENSES

ORS 541.932(10) states that “the Board may not disburse funds to the applicant for any part of the project that requires the applicant to obtain a permit or license from a local, state or federal agency or governing body until the applicant presents evidence that the agency has granted the permit or license.” 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 Special Conditions of this Agreement for any related conditions with respect to permitting, licensing and fund release.

All or any portion of the project may require a state or federal permit, license or General Authorization. Before the release of Board funds for activities requiring a permit, 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 written evidence that the work under this Agreement will comply with all applicable federal, state and local laws or submit written evidence acceptable to the Board that permits and licenses are not required. Copies of the applicable issued permits, licenses and other agreements will provide sufficient evidence that this requirement has been met and the Grantee has complied with the requirements as defined in ORS 541.932(10).

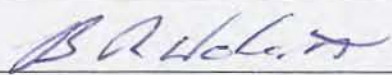
The following are often required for projects involving waterway alteration or watershed enhancement. (See *Oregon Plan for Salmon and Watersheds, A Guide to Oregon Permits Issued by State and Federal Agencies, Spring 2000* on the OWEB website at: <http://www.oregon.gov/OWEB/docs/pubs/permitguide.pdf>)

- Removal/Fill permit(s) – Dept. of State Lands
- Fill permit(s) – US Army Corps of Engineers
- Water Right Permit(s) – Water Resources Dept.
- City or County permit(s)
- Zone or Development Permit(s) – City or County Planning Department.

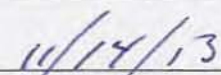
The foregoing list of permits and licenses is not exhaustive. I understand that it is my responsibility to determine which permits, licenses and General Authorizations are required for the project.

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.

Project Activity Requiring Permit/License	Permit/License Name and Entity Issuing
WATER RIGHT FOR AQUIFER RECHARGE	LIMITED LICENSE - OWRD



Grantee Signature



Date

EXHIBIT F

COOPERATIVE/LANDOWNER AGREEMENT(S)

Grantee has certified that before beginning work on projects involving private lands, Grantee will obtain a Cooperative Agreement from the landowner of the property that, at a minimum, includes:

- (a) Permission to access the private land, at times agreeable to the landowner, to implement the project, inspect the project, track the status of the project, or perform repairs or maintenance;
- (b) Permission for the Board or its representatives to access the private land for inspections and evaluations of the project;
- (c) Identification of the party responsible for repairs and maintenance of the project; and
- (d) 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.

A sample Cooperative/Landowner Agreement form is available on OWEB's website at www.oregon.gov/OWEB/Pages/forms_linked.aspx. Such Agreement shall include (but are not limited to):

- 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 allow maintenance of the work over a time period consistent with the grant application;
- Landowner's Agreement to allow the OWEB Board and its 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 OWEB 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 is defined as including "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(5)

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 http://www.oregon.gov/BOLI/WHD/PWR/Pages/W_PWR_Pwrbk.aspx.

EXHIBIT H
OWEB GRANT APPLICATION
(In OWEB files)
