

Oregon Watershed Enhancement Board RESTORATION GRANT AGREEMENT

Grantee: Grande Ronde Model WS Foundation

Grant Number: 220-8205-19172

Grant Name: Longley Meadows Planting project

Award Amount: \$135,150.00

Project Completion Date: 12/31/2023

Award Date: 1/1/2021

Progress Report Date(s):

N/A

Post-Implementation Status Reporting Period: 4 years (See Exhibit D)

Post-Implementation Report (PISR) Schedule:

Two PISRs will be required. Due Dates will be June 30 in two years and June 30 in four years following an approved Project Completion Report.

Grantee

Grande Ronde Model WS Foundation

1114 J Avenue

La Grande, OR 97850-2073

Phone: (541) 663-0570

Email: jesse@grmw.org

Contact: Jesse Steele

Project Manager for the Grantee

Joe Platz

N/A

3502 HWY 30

LaGrande, OR 97850

Phone: (541) 962-8571

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Payee

Grande Ronde Model WS Foundation

Mary Estes

1114 J Avenue

La Grande, OR 97850

Phone: (541) 663-0570

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Project Manager for the Board

Oregon Watershed Enhancement Board

Andrew Dutterer

775 Summer St NE Ste 360

Salem, OR 97301-1290

Phone: (503) 986-0034

Email: andrew.dutterer@oregon.gov

This grant is funded "\$30,000.00" from state and "\$105,150.00" from federal funds (Catalogue Federal Assistance Number listed in Exhibit I). The state funds may include Oregon Lottery funds or another fund source and must comply with the requirements defined in Article XV, section 4b(2) of the Oregon Constitution. If the Grantee expends more than \$750,000 in federal funds from all federal sources in one fiscal year, Grantee may be subject to the federal Single Audit Act requirements in 2 CFR 200.501 and additional federal requirements identified in Exhibit H (Federal Grant Requirements).

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: modifications to this Agreement contained in Exhibit B, if applicable, this Agreement less all exhibits attached, Exhibits K (Grant Application selected for funding by the Board), H (Federal Grant Requirements), B (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), I (Information Required for Federal Funding), and J (Insurance Requirements).

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 K) 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 the Project.

“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 and approval as required by law, this Agreement is effective as of the Award Date specified on page one (1) of this Agreement, 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 that non-Board match of at least 25% of the total amount of funding from the Board has been secured as required by OAR 695-005-0060(2), unless otherwise specified in Exhibit B, Conditions of Agreement ,or;

For Focused Investment Partnership Projects, in accordance with OAR 695-047-0110(7), the matching funds requirement is reduced to a minimum of at least \$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). Submit to the Board’s Project Manager, before release of any Board funds, documentation that \$1.00 minimum match requirement will be met for the grant.

- (b) Comply with the applicable Oregon Aquatic Habitat Restoration Guidelines under the Oregon Plan for Salmon and Watersheds.
See <https://www.oregon.gov/OWEB/> "Resources" then "Field & Technical Guide" then "Aquatic Habitat Guide".
- (c) 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.
- (d) "Board approval" of the Project Completion Report means the report has been approved by the Board's Program Manager or delegate, and the final Request for Release of Funds has been approved by the Board's Fiscal Manager or delegate. The Project Completion Report will show as "outstanding" (i.e., overdue and not approved) on the Board's Grant Management System ("OGMS") until the report and Request for Release of Funds has been approved by the Board. New grant agreements will not be released to Grantee 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 and the Secretary of State's Office of the State of Oregon 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 J, 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, for example, those engaged in facilitation, data analysis, or 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:



Grantee Signature

Jesse Steele

Print Name

12/9/2020

Date

FOR THE BOARD:

OWEB Program Manager

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 & budget”) 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.

Funds may also be released in advance on the basis 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 OWEB funds previously advanced for this grant within 120 days of the date of the payment. Also, an expense tracking spreadsheet for all OWEB expenses shall be submitted. Failure to comply may delay new grants from being issued, and other grant payment requests and amendments.

The grant budget consists of the elements listed below.

Budget Category	Amount
OWEB Funds	
Contracted Services	\$132,500.00
Categories Subtotal	\$132,500.00
Indirect Costs	\$2,650.00
Grant Total	\$135,150.00

Up to the final 10% of the grant (\$13,515.00) 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).

If Federally Negotiated Indirect Cost Rate (FNICR) is selected as the indirect cost method, then an approved plan as of grant application due date or later must be on file at OWEB before funds for indirect costs will be released.

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. 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.

2. 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.

3. 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 (7) 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. To request a User Identification and password, call (503) 986-0183.

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/> “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/> "Resources" then Field & Technical Guide" then choose "Aquatic Habitat Guide".
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: <https://www.oregon.gov/OWEB/> "Resources" then "Field & Technical Guide" then "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 & Reporting" then "OWRI".
7. Complete and submit the Federal Lobbying and Litigation Certificate to the Board’s Project Manager with the final request for funds. The forms are available on the OWEB website at <https://www.oregon.gov/OWEB/> “manage your grant” and choose “forms”.

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" then "Field & Technical Guide" then 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
- 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
- State, Federal and Tribal Cultural Resources Protection permits
- 401 Water Quality Certificate - Department of Environmental Quality

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, but is 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 maintain the Project, or allow maintenance of the Project, 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 https://www.oregon.gov/BOLI/WHD/PWR/Pages/W_PWR_Pwrbk.aspx.

EXHIBIT H
FEDERAL GRANT REQUIREMENTS

For the purposes of the federal granting agency, OWEB is the recipient of federal funds and in accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, and 2 CFR 200.330, OWEB’s determination is that the grantee is the sub-recipient of federal funds. In the following requirements, the Grantee is also referred to as “Recipient”.

As a sub-recipient of Federal grant funds, pursuant to this Agreement with the state, Recipient assumes sole liability for that Recipient breach of the conditions of the grant, and will, upon Recipient breach of grant conditions that requires the state to return funds to the grantor, hold harmless and indemnify the state for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Recipient grant funds, the indemnification amount will be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

1. All equipment and materials purchased with funds made available by this Agreement must be used only for purposes of the same general nature outlined in this Agreement.
2. Recipient will comply with the requirements in 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
 - (a) Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - (b) Procurement Standards. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - (c) Contract Provisions. Recipient shall include the contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, in its contracts with non-Federal entities.
3. The Recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds, complies with the Hotel and Motel Fire Safety Act of 1990.
4. The Recipient agrees to comply with the requirements of 2 CFR 200.501, “Audits of States, Local Governments, and Non-Profit Organizations, including, but not limited to, that Subrecipients receiving federal funds in excess of \$750,000 in the Subrecipient’s fiscal year are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Subrecipient, if subject to this requirement, shall at Subrecipient’s own expense submit to Agency a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to Agency the annual audit of any Subrecipient(s), contractor(s), or subcontractor(s) of Subrecipient responsible for the financial management of funds received under this Agreement. Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant. Subrecipient shall save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees

that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

5. Pursuant to Section 18 of the Lobbying Disclosure Act, the Recipient affirms that it is not a nonprofit organization described in Section 501(c) (4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c) (4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
6. If Grant Agreement exceeds \$100,000, Recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying* and to submit certification and disclosure forms accordingly. Any Recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
7. If Grant Agreement exceeds \$150,000, 41 U.S.C 4712, Enhancement of Recipient and Sub-recipient Employee Whistleblower Protection applies:
 - (a) This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.
 - (b) Recipients, their sub-recipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
 - (c) The recipient shall insert this clause, including this paragraph (3), in all sub-awards and in contracts over the simplified acquisition threshold related to this award.

EXHIBIT I

Information Required by 2 CFR § 200.331(a)(1)

For the purposes of the federal granting agency, OWEB is the recipient of federal funds and the grantee is the sub-recipient of federal funds.

Federal Award Identification:

1. Grantee name (which must match registered name in DUNS): Grande Ronde Model Watershed Foundation (dba Grande Ronde Model WS Foundation, Grande Ronde Model WS Program)
2. Grantee's DUNS number: 02-675-3892
3. Federal Award Identification Number (FAIN): NA17NMF4380179
4. Federal Award Date: 7/1/2016
5. Total Amount of Federal Funds Obligated by this Agreement: \$ 105,150.00
6. **Total Amount of Federal Funds** Obligated to the Subrecipient by the pass-through entity **including this Agreement:** \$ 1,227,012.94
7. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$450,800.00
8. Federal award project description: Pacific Coast Salmon Recovery Pacific Salmon Treaty Program
9. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: National Oceanic and Atmospheric Administration
 - (b) Name of pass-through entity: State of Oregon, Oregon Watershed Enhancement Board
 - (c) Contact information for awarding official of the pass-through entity:

Cindy Silbernagel
775 Summer St. NE, Ste 360
Salem, OR 97301
10. CFDA Number and Name: 11.438
Federal Award Amount: \$14,650,000.00
11. Is Award R&D? No
12. Grantee's indirect cost rate for the Federal award: 10%

EXHIBIT J
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 insurances 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, they 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 OWEB insurance requirements of **Section R** of this Agreement. Additionally, the 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 K
OWEB GRANT APPLICATION
(In OWEB files)