

OREGON WATERSHED ENHANCEMENT BOARD AUG 22 2013

**GRANT AGREEMENT  
for  
Watershed Council Support**

**Grantee:** Long Tom Watershed Council

**Grant Number:** 212-027

**Grant Name:** Long Tom Watershed Council Support

**Award Amount:** \$92,000.00

**Grant Completion Date:** June 30, 2013

**Grantee**

Long Tom Watershed Council  
751 S Danebo Ave  
Eugene OR 97402  
Phone: 541-338-7055  
Fax: 541-338-7062  
Email: [coordinator@longtom.org](mailto:coordinator@longtom.org)  
Contact: Dana Dedrick

**Project Manager for the Grantee**

Dana Dedrick  
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**Fiscal Agent**

Amanda Wilson  
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Eugene OR 97402  
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*fiscal*

**Project Manager for the Board**

Wendy Hudson  
OWEB  
775 Summer St NE Ste 360  
Salem OR 97301  
Phone: 503-986-0061  
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Email: [wendy.hudson@state.or.us](mailto:wendy.hudson@state.or.us)

**Fund Source:**

This grant is funded from state funds.

**This grant agreement (“Agreement”) is between the Oregon Watershed Enhancement Board, hereafter called “Board,” and 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; Exhibits A (Schedule for Release of Funds), B (Special Conditions), C (Project Completion Report Requirements), and D (Grant Application approved by the Board). All exhibits are incorporated by reference.**

### **A. Authorization**

This grant is authorized by ORS 541.351 to 541.401 and is subject to Oregon Administrative Rules 695-001-0000 to 695-050-0050.

### **B. Grant Award**

The purpose of this grant award is to support watershed council staff and operations in carrying out projects related to (a)-(i) below for the 2011-2013 biennium.

- a) Acquire from willing owners interests in land or water;
- b) Projects to protect or restore native fish or wildlife habitats;
- c) Projects to protect or restore natural watershed functions to improve water quality or stream flows;
- d) Resource assessment;
- e) Planning;
- f) Design and engineering;
- g) Technical assistance;
- h) Monitoring; and
- i) Outreach (involving people in voluntary actions to protect, restore and maintain the ecological health of lands and waters).

The Grantee agrees to perform the project described in the grant application (Exhibit D) and as specified in Sections C through M 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 the Agreement according to the *Schedule for Release of Funds*, attached as Exhibit A.

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

### **C. 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 for review and approval by the Board's Project Manager, the draft and final copies of any technical, educational, or informational materials produced through the grant before publication or electronic posting.

- (b) Provide acknowledgment on any technical, educational, or informational material produced through this grant and distributed either in copy or electronic form that funding was provided by the Board.

**2. 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 695-005-0030(3).
- (b) Notify the Board's Project Manager in writing when any change or modification of the project is proposed.
- (c) Inform the Board's Project Manager of any address changes.
- (d) Adhere to the Special Conditions as described in Exhibit B.

**3. Document and Report Project Completion**

- (a) Submit to the Board's Project Manager an 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 (Exhibit C) and final Request for Release of Funds within 60 days of project completion date provided in Section D.
- (c) Submit a Project Completion Report and final Request for Release of Funds. Upon approval by OWEB, OWEB will authorize payment of any remaining funds.

**D. Term of Agreement**

This Agreement will become effective upon signature of all parties. Any changes to the project must be approved by all parties according to Section F, Amendments. 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. Expenses incurred on or after July 1, 2011, are eligible for reimbursement under this grant.

The grant completion date is June 30, 2013. A Project Completion Report and final Request for Release of Funds are due by August 30, 2013. Failure to submit a satisfactory Project Completion Report or final Request for Release of Funds by the deadline may result in delayed Council Support award for the 2013-2015 biennium and may result in forfeiture of the balance of this grant award.

**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. Exhibit A, budget elements only, may be approved for change upon signature of the Board's Project Manager.

#### **G. Assignment**

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

#### **H. 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 in accordance with the Oregon Public Records Law, ORS 192.410 to 192.505.

#### **I. Termination of Grant Agreement**

If this Agreement is not fully executed by all parties within one (1) year of Board approval, funding shall be terminated. OAR 695-005-0050(2).

This Agreement may be terminated:

1. At any time by mutual written consent of all parties;
2. Upon written notice by the Board to Grantee for Grantee's failure to perform any other provision of this Agreement;

3. Upon 30 days written notice by the Board to Grantee for any other reason specified in writing; or
4. 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.

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 M, Recovery of Grant Funds. The Board will reimburse the Grantee for authorized services performed and expenses incurred before termination under this Agreement.

#### **J. 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.

#### **K. 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.

**L. Indemnity**

**Grantee shall 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.**

**M. 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 of 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.

**N. Integration and Waiver**

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.

**AGREED:**

FOR THE GRANTEE:

Jim Pendergrass

Jim Pendergrass

Print Name

8-5-11

Date

FOR THE BOARD:

Pat Runa  
OWEB Grant Program Manager

8/5/11  
Date

**EXHIBIT A**  
**SCHEDULE FOR RELEASE OF FUNDS**

All fund requests must be submitted using a Request for Release of Funds form signed by the Grantee or the Grantee's authorized agent. Funds are released upon presentation of an expenditure tracking sheet. However, funds can also be released in advance on the basis of a detailed estimate of expenses. 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 may delay other grant payment requests and amendments.

Grant fund installments will be made on a quarterly disbursement of the biennial grant award. Any variation from quarterly payments requires written justification and documentation to be approved by the OWEB Grant Program Manager.

Authorized travel expenses shall be reimbursed at State of Oregon rates. 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.

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.

<b>Expense Category</b>	<b>Amount</b>
Watershed Council Coordinator	\$66,700.00
Operating Costs	\$17,000.00
<b>Subtotal</b>	<b>\$83,700.00</b>
Fiscal Administration ( <b>not to exceed 10% of Subtotal</b> )	\$8,300.00
<b>Grant Total</b>	<b>\$92,000.00</b>

**Note: The final 10% of the grant (\$9,200.00) will be released for payment upon receipt of all grant expense documentation and acceptance of the Project Completion Report by the Board as provided in Section C.3.c. OAR 695-005-0060(8).**

**EXHIBIT B**  
**SPECIAL CONDITIONS**

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**1. Match Requirement.**

The Grantee shall provide at least 25% non-Board match for the total amount of funding from the Board.

**2. Special Grant Conditions.**

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

- (a) Grantee must submit with the First Request for Payment a contact list for all its board officers (Chair, Vice-Chair, etc.), including phone numbers and email addresses.



## EXHIBIT C

### PROJECT COMPLETION REPORT REQUIREMENTS

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Oregon Administrative Rule 695-040-0070(1-4) describes Watershed Council Support grant agreement conditions.

Therefore, the Board requires the **Grantee to submit a Project Completion Report by August 30, 2013.**

**In A-E below all references to local government entity refer to the local government entity(s) that provided the local recognition to the council.**

**The Project Completion Report will include:**

- A. A report of the final project costs by budget category using the Total Final Costs by Budget Category form provided on the web site at <http://www.oregon.gov/OWEB/forms.shtml>.
- B. Grantee must write a short project summary paragraph (200 words or less) that includes the following information (1-2 below). Grantee will be able to submit this information electronically. Information on how to submit the project summary electronically as well as examples will be available at the OWEB website by December 2012.  
[http://www.oregon.gov/OWEB/GRANTS/council\\_support\\_apps.shtml](http://www.oregon.gov/OWEB/GRANTS/council_support_apps.shtml)
  - 1) The watershed limiting factors the council addressed during the 2011-2013 biennium;
  - 2) How many projects the council implemented and or completed related to the following areas.
    - a) Acquire from willing owners interests in land or water;
    - b) Projects to protect or restore native fish or wildlife habitats;
    - c) Projects to protect or restore natural watershed functions to improve water quality or stream flows;
    - d) Resource assessment;
    - e) Planning;
    - f) Design and engineering;
    - g) Technical assistance;
    - h) Monitoring; and
    - i) Outreach (involving people in voluntary actions to protect, restore and maintain the ecological health of lands and waters).
- C. Date of the council(s)'s self-evaluation. The Board's rules [OAR 695-040-0070(1)] require each council that receives watershed council support funds to complete a self-evaluation each biennium (July 1, 2011-June 30, 2013).
- D. Copy of annual reports or presentations submitted to the local government entity(s) that officially recognized the council at its formation.

- E. Provide documentation that an annual report has been shared with or presented to the Grantee's local government authorizing entity(s) [OAR 695-040-0070(2)]. Acceptable documentation includes a meeting agenda if the report is presented in person (plus any handouts), a copy of a sent email if the report is submitted electronically (plus attachments), or a copy of a certified letter if mailed (plus any enclosures).
- F. 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 [http://www.oregon.gov/OWEB/forms\\_linked.shtml](http://www.oregon.gov/OWEB/forms_linked.shtml).

The Board's Project Manager must review and approve the Project Completion Report, including the review and approval of all documents, invoices, etc.

**EXHIBIT D**  
**WATERSHED COUNCIL GRANT APPLICATION**  
**(In OWEB files)**