John Day Basin Partnership

Operations Manual

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Prepared by:

John Day Basin Partnership

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Definitions

Adaptive Management	The iterative, systematic acquisition and assessment of information to inform management decisions over time.
Basin or Basinwide	John Day River Basin.
Capacity	Partner staff time to undertake work toward attainment of Partnership outcomes.
Capital project	A project that involves design and physical installation and maintenance.
Exceptional project	Project that offer exceptional risk mitigation and/or resilience improvement for high quality habitat based on judgment of a reviewer scoring a proposed project.
Funding Evaluation Committee	Committee of partners formed for each individual funding request submitted by the partnership that will review requests for distribution of those funds to partners or consultants.
High impact project	Project that deliver lasting positive impact upon the ecological, economic, and/or cultural well-being of the basin.
High quality habitat	Fully functioning habitats, refugia, and designated refuge and natural areas.
Hydrologic Unit Code	A way of identifying drainage basins in a nested arrangement from largest (1st level: region) to smallest (6th level: subwatershed).
Landscape-scale planning	Collaboratively plan, finance, and manage projects with significant ecological, economic, and social conservation value to achieve specific objectives across interconnected landscapes.
Partner	Participant in the John Day Basin Partnership that have signed the Partnership's Memorandum of Understanding.
Partnership	John Day Basin Partnership.
Non-capital project	A project that involves support for partner capacity, data collection or analysis, research, or public outreach.
Resilience	Landscapes that have a wide variety of characteristics that enable them to maintain function in the face of change.
Ridge-to-ridge	Planning and projects that span ridgetop to ridgetop, including in-stream, riparian, floodplain, and upland areas in public and private ownership.
Steering Committee	Six-member committee of partners that will help oversee the work of the John Day Basin Partnership.

Definitions (continued)

Strategic Action Plan	The Partnership's landscape-scale "road map" for achieving its vision and outcomes for the John Day Basin.
Subbasin Working Groups	Three working groups broken up by geography that will lead development of localized data and sections of the strategic action plan.
Technical Working Group	A group of partners with expertise in agricultural conservation practices, wildlife management, and other relevant disciplines that assist in strategic action plan development and offer ongoing technical guidance to the Partnership.
Watershed restoration	Actions ridge-to-ridge at the landscape-scale that enhance, protect, and/or manage the health and resilience of native aquatic and terrestrial habitats, foster productive working lands, and support diversified local economic opportunities.

1. Overview

This document describes the operation of the **John Day Basin Partnership** ("Partnership"). This Version 4.0 of the *Operations Manual* was completed on June 16, 2016. This manual will remain a 'living document' that will be amended as the Partnership adapts to change and new opportunities. Some attachments are not yet included in this version of the manual.

2. Background

The Partnership is a diverse group of organizations working to realize linked recovery of native fish, habitat, and local communities in the John Day River Basin ("basin"). The basin nurtures native wildlife species and habitat of state significance, small rural communities whose economy is centered on agriculture and natural resources, and exceptional historical and cultural riches. It is one of the most important undammed systems in the West and hosts two of the last remaining intact wild anadromous fish populations in the Columbia River System. Much of the John Day's aquatic habitat is addressed in federal and state conservation plans and is designated a priority for recovery by the Oregon Watershed Enhancement Board's (OWEB) Focused Investment Program. Agriculture covers nearly 2 million acres and generates almost $140 million a year annually; while over the last ten years natural resource restoration work has generated $36 million in economic output. The basin is home to three federally-recognized Native American Tribes and hundreds of close-knit rural communities.

For more than two decades primarily government agencies have invested in the basin and local organizations have worked collaboratively to deliver important improvements in watershed health. Nonetheless, today restoration practitioners all face the same challenge: existing funding levels and plans fall far short of what is needed to achieve their individual and collective goals at the landscape scale in the John Day Basin. The spatial structure and diversity of important aquatic resources, academic research, and the emerging funding approach of regional philanthropists supports the use of the comprehensive basinwide approach that will be employed by the Partnership. Note that Partnership fundraising will be carefully pursued to ensure it is net additive and does not negatively affect existing or future funding obtained by an individual partner in its own capacity.

The Partnership formed in September 2014 around the shared belief that jointly creating and executing a more comprehensive and compelling basin-wide action plan is the best way to bring in the sustained funding needed to substantially increase the pace, scale, and impact of watershed restoration in the John Day. "Watershed restoration" is taken to mean actions ridge-to-ridge at the landscape-scale that enhance, protect, and/or manage the health and resilience of native aquatic and terrestrial habitats, foster productive working lands, and support diversified local economic opportunities. The Partnership holds that ecological needs defined in existing environmental plans can be addressed in harmony with the economic, social, and cultural needs of rural and tribal communities of the John Day.

3. Voluntary Nature of Partnership

Involvement in the Partnership is completely voluntary. There is no expectation that the Partnership will be the only source of funding for partners or that participation in the Partnership is a condition for receiving funds from other parties. Additionally, as noted in *Section 9*, the

Partnership does not have plans to become an independent organization or hire staff. Therefore effective operation of the Partnership and achievement of its goals and desired outcomes will rely heavily upon the volunteer time of participants.

4. Function, Vision, and Purpose

The ***function*** of the Partnership is to build and implement a basinwide strategic action plan that can bring in additional funding to support more high quality ridge-to-ridge watershed restoration projects.

Our ***vision*** is a John Day Basin with clean water and healthy watersheds sufficient to provide for the ecological, economic, and cultural well-being of the basin.

The John Day Basin Partnership's unifying ***purpose*** is to bring together stakeholders from across the basin with the common interest of restoring and maintaining our watersheds to maximize their ecological, economic, social, and cultural benefits. We apply deep knowledge of the basin, best available science, and cooperative planning and fundraising to empower more actions that establish healthy and resilient native habitats, working landscapes, and local communities for future generations.

5. Guiding Principles

The guiding principles for the Partnership are:

1. *Local leadership*. The knowledge and commitment of local people is essential to achieving healthy and resilient native habitats and working landscapes.
2. *Collaboration.* Decision-making must integrate management goals of both private and public lands.
3. *Fundraising*. Joint planning and fundraising at the basin-scale can help deliver the long-term funding necessary to achieve outcomes.
4. *Science*. The best available science and technology will be applied to all decisions and actions.
5. *Voluntary Efforts*. Proactive, voluntary restoration is preferable to mandated or emergency action.
6. *Ecological and Socioeconomic Balance.* The needs of the natural environment must be balanced with the economic, social, and cultural needs of rural communities.
7. *Scale.* A holistic "ridge-to-ridge" approach to restoration is vital to meeting the long-term needs at the landscape scale.
8. *Adaptive management*. Persistent monitoring and adaptation is essential to realizing lasting change.

6. Scope

The scope of the Partnership will include the entire John Day River Basin that encompasses nearly 8,100 square miles in northeastern Oregon. Planning and prioritization of restoration actions may

also take place at the subbasin (4th level HUC), watershed (5th and 6th level HUC), and reach/project-level.

7. Basinwide Goals and Outcomes

The basinwide goals to be pursued by the Partnership are provided below. Note that more localized goals will be developed by the Subbasin Working Groups described in *Section 10* and included in the strategic action plan discussed in *Section 14*.

1. Generate increased partner cooperation, project prioritization, and joint fundraising among diverse interests in the John Day River Basin.
2. Conduct public outreach on watershed restoration that is taking place and its value to the community.
3. Annually increase funding for watershed restoration and resultant completion of more high impact projects that meet ecological and local community needs at the landscape scale.
4. Develop plans, new information, and adapt strategy as needed to ensure strong progress toward outcomes.

The specific outcomes to be pursued by the Partnership are listed below. Revised and additional outcomes may be added by the Partnership at a later date.

1. Sustainable financial resources secured by 2025 that enable full execution of the strategic action plan.
2. Positive economic impact on local communities attributable to the work of the Partnership by 2025.
3. A majority of the local community understands watershed restoration progress and its value by 2025. Summer base flows met per the strategic action plan in high priority watersheds by 2030.
4. Water quality standards met per the John Day River Basin TMDL in high priority watersheds by 2030.
5. Passive and active habitat restoration implemented that addresses primary limiting factors and restores ridge-to-ridge ecosystem functions and processes in high priority watersheds by 2035.
6. Long-term trend of increasing fish populations per local, state, federal, and tribal plans by 2040.
7. Fish populations that allow for greater harvest potential by 2040.

8. Activities

The following activities are expected to be pursued by the Partnership:

1. Development of a comprehensive and coordinated basinwide strategic action plan,
2. Fundraising for capital and non-capital project implementation,
3. Prioritization and selection of capital and non-capital projects consistent with the Partnership's vision to be paid for with funding raised by the partnership,
4. Creation of networking and information-sharing opportunities for partners, and

5. Engagement of funders, elected officials, and the general public to explain the role and value of the partnership and ridge-to-ridge watershed restoration.

Note that individual partners may choose not to participate in the activities listed above (e.g., government agencies themselves will not pursue fundraising). Further, partners are free to conduct any activity they like in the pursuit of their individual organizational missions.

Provided below is list of activities that **will not** be funded or undertaken by the Partnership:

1. Direct lobbying within the meaning of Section 4945(d)(1) of the U.S. Internal Revenue Service Code,
2. Regulatory or compliance activities,
3. Capital project implementation. Individual partners will complete all actual on-the-ground project installation,
4. Any activity that intentionally impacts funding individual partners may obtain in their own capacity,
5. Individual landowner outreach. Partners themselves will pursue all one-on-one landowner interactions. The Partnership will undertake broader community outreach that indirectly reaches individual landowners,
6. Conservation easements that are not of the working lands variety,
7. Any activity that violates private property rights, and
8. Any activity that intentionally advocates for one partner's interests over the other.

9. Memorandum of Understanding for Formal Partners

A. Memorandum of Understanding.

The Partnership has decided not to pursue 503(c)3 status or become a membership organization at this time. The group also does not plan to hire staff or acquire a physical office. However, as a pre-condition of applying for and accepting money from most funders, the partnership must come together formally in some manner. Therefore, the Partnership has decided to use a Memorandum of Understanding (MOU) that documents the shared beliefs that unify the group, including its function, vision, purpose, and guiding principles. Note that the MOU is not legally binding upon its signatories and does not constitute a formal contract between organizations. The document took effect upon the signature of the authorized individual(s) of participating organizations and will remain in force until terminated. The MOU is provided as *Attachment A*.

B. Formal Partners.

Those organizations that sign the MOU will be considered "formal partners" or "partners." The MOU applies to organizations when taking part in partnership activities and otherwise acting on behalf of the partnership. For the purposes of this MOU a formal partner refers to an individual government, tribal, non-government organization, or businesses that has signed this MOU. In the case of organizations and businesses it is the *organization or business* entity itself that is the partner, not individual employees or contractors for the organization or business. Further, organizations need not be physically located within basin boundaries to be a partner, but they must have documented

interest in improving the health and resilience of the basin. Means to document interest include, but are not limited to, mission/vision statements, grant agreements, existing or planned projects, and/or partnerships with organizations located in the basin. To respect the autonomy of each organization, it is at the sole discretion of each organization to decide who within their organization signs the MOU.

Based on considerable discussion and the near consensus of Partnership participants to date, individual landowners may not sign the MOU and join the Partnership or serve on the Steering Committee. The perspective of the Partnership is that Soil & Water Conservation Districts, Watershed Councils, and landowner organizations represent the interests of landowners. As discussed in *Section 13* and *17*, landowners and other members of the public are welcome at all Partnership meetings and their ability to become formal partners could be reevaluated at a later date.

Lastly, all formal partners are expected to adhere to the meeting rules described in *Section 13* and avoid any of the actions described in *Section 9C* below that can lead to involuntary removal from the partnership.

C. MOU Amendment or Termination.

The MOU may be amended or terminated by a three-quarters vote of the partnership. Similarly, a new formal partner may be added to the MOU at any time after January 31, 2016 by (1) providing written notice to all members of the Partnership's Steering Committee noted in *Section 10B* below and (2) an affirmative vote of three-quarters of the partners.

A partner may voluntarily withdraw from this MOU by providing written notice to the Partnership's Steering Committee.

A partner may be involuntarily removed from the MOU with cause through a four-step process.

1. A partner must bring forward an organization to the Steering Committee described further in *Section 10* below for consideration for removal (the identity of the organization/person bringing the nomination will be kept private);
2. The Steering Committee will formally determine if any one of the following pre-conditions are met that provide cause for removal vote by the Partnership:
    - Failure to attend a Partnership or Working Group meeting for one (1) year without providing a written justification deemed acceptable by a majority vote of the Steering Committee;
    - Actions while working on behalf of the Partnership that are grossly inconsistent with the Partnership's vision, purpose, function, and guiding principles as determined through a majority vote of the Steering Committee;
    - Repeated failure to comply with the terms of contracts entered into with the Partnership; or
    - Actions during partnership-affiliated meetings or events that are determined to be inconsistent with meeting rules and generally accepted public decorum as determined through a majority vote of the Steering Committee.

3. The Steering Committee will notify the partner and let them know their removal from the Partnership will be scheduled for a vote of the full partnership. At that time, the partner under consideration for removal may request the ability to speak with the Steering Committee or full Partnership prior to the vote.
4. If the Steering Committee determines consideration for removal is justified, a partner can be removed by an affirmative vote of three-quarters of the partners.

Partnership decisions, including changes to the MOU will be effective as described in *Section 12*. Guidelines for meetings are offered in *Section 13*.

D. Outreach to Potential New Partners.

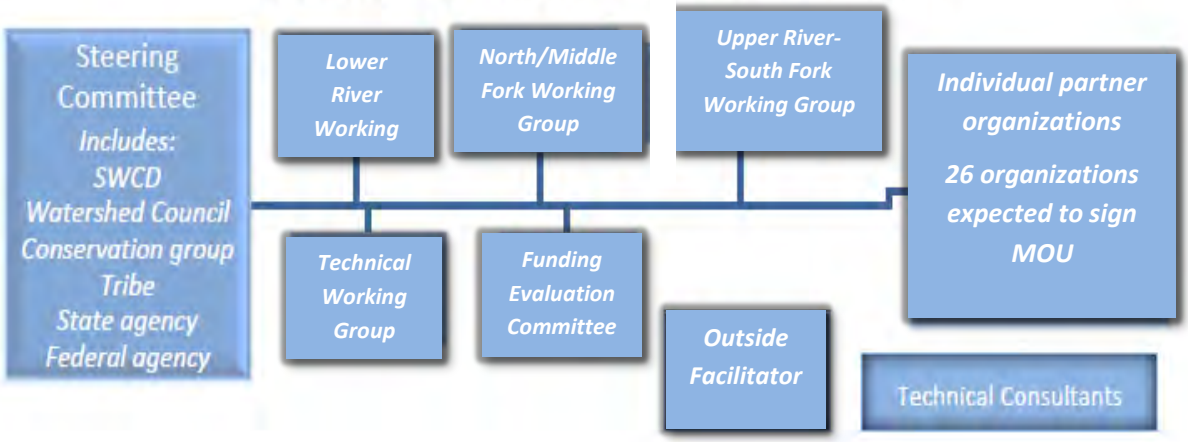
Amy Charette of the Confederated Tribes of the Warm Springs Tribe of Oregon solicited interest in forming a John Day partnership in May 2014. An inclusive list of local and regional stakeholders was included in that initial invitation. A copy of the solicitation is provided as *Attachment B*. Many of the organizations on this list have become formal partners by signing the partnership MOU. After January 31, 2016, partners that want to invite new organizations to pursue joining the Partnership are encouraged to bring the name of the organization to the full Partnership for discussion. This is especially important for organizations that may have a divisive history in the basin or with existing partners. This extra step will ensure clear expectations for the new organization and Partnership from the beginning. New organizations may become formal partners per the process described in *Section 9C* above.

10. Governance

A. Organizational Structure.

The Partnership will rely upon a "Steering Committee" of eight (8) partners to oversee actions delegated to them by the Partnership. The group will also utilize Working Groups to accomplish some tasks. The Partnership will depend in large part on the individual partner organizations to voluntarily fill the roles necessary to meet the Partnership vision and desired outcomes. Roles are discussed further in *Section 11*. *Figure 1* below and the remainder of this section define the Partnership's governance structure.

Figure 1: John Day Basin Partnership *Governance Structure*



B. Steering Committee

The Partnership will utilize an eight (8) member elected Steering Committee of partners that will oversee decisions and other actions specifically delegated to them by a vote of the full Partnership. The committee will be made up of two categories of members:

- Organizational Types. One representative of the six "types" of organizations that participate in the Partnership will be included on the Committee, which includes Soil and Water Districts, Watershed Councils, conservation groups, Tribes, state agencies, and federal agencies. Representatives of each organization type shall nominate someone from their type to serve on the Committee. The Partnership will vote on the nominees per procedures laid out in *Section 12*.
- At Large. Up to two (2) at-large representatives will be elected beginning after July 1, 2016. These members may come from any organization type. Partners may volunteer or nominate others for the Committee. The Partnership will vote on at-large members, and such a member will only be seated if they achieve a super-majority of votes as described in *Section 12*.

The members of the first iteration of the committee seated in June 2015 volunteered or were suggested by active participants in the Partnership. Subsequent committees assembled after July 2015 will require a majority vote of the Partnership.

The goal is to create a committee that meets the following criteria:

1. Made up of partners that signed the MOU,
2. Have committed to participate actively in committee efforts,
3. Offers balance based on interests and geography,
4. Includes organizations and individuals that work and reside in the region,

The responsibilities of the committee will be the following:

1. Represent the interests of the organization type they are representing and the broader Partnership, not their own organization or individual interests.

2. Assist the Partnership facilitator in designing Partnership and Working Group meetings,
3. Review draft Partnership documents (e.g., manuals, fact sheets, plans, proposals),
4. Determine if a decision should be put to majority vote of the Partnership,
5. Oversee all Partnership grant proposals and awards,
6. Evaluate and score project proposals if insufficient partner volunteer come forward to from a Funding Evaluation Committee for an individual funding opportunity,
7. Resolve any ties in project ranking,
8. Oversee development and adaptive management of the strategic action plan, and
9. Hold quarterly coordination phone calls.

After the first Steering Committee seated in July 2015, all future committees will be elected by a majority vote of the Partnership. The term of Steering Committee membership will be two (2) years. Existing members may seek another term, and there are no term limits at this time. The Partnership may stagger seating of new Committee members to avoid a wholesale change of participants at one time. Any member that departs the Committee will be replaced as soon as possible through a nomination or volunteer and a majority vote of the Partnership. A temporary proxy for a Committee member will be allowed with the majority approval of the organization type that the member represents and written notice to the entire Steering Committee.

C. Working Groups

The Partnership has decided to use volunteer Working Groups to address tasks that can be more efficiently accomplished with a smaller number of people or those with specific expertise or interests. The standing Working Groups are the (1) Subbasin Working Groups and (2) Technical Working Group. Further, ad hoc Working Groups to take on short-term tasks are also expected. Working group members need not have signed the MOU and there will be no term limit.

In the event that a Working Group is unable to complete its assigned roles in a timely and effective manner, it will be the responsibility of the Partnership to assume any tasks left uncompleted.

(i) Subbasin Working Groups

Three geographically-focused Working Groups made up of local partners were convened to lead development of the sections of the strategic action plan that require more localized perspective and information. The three Subbasin Working Groups include:

- Lower John Day Working Group
- North/Middle Fork John Day Working Group
- Upper River/South Fork John Day Working Group

At least two (2) leads will be selected for each Working Group. The term of Subbasin Working Group leads is two (2) years. After the selection of initial Subbasin Working Group leads in July 2015, subsequent leads will be selected by a majority vote of Working Group participants that have joined at least 50% of meetings. Participation in Working Groups will be open to any partner who volunteers. The goal will be for at least five (5) members to sit on each Working Group.

These Subbasin Working Groups will conduct at least the following core activities for their region:

1. Determine which focal species and habitats apply to the subbasin,

2. Compile and synthesize existing relevant plans, studies, and data,
3. Set goals, objectives, actions, and metrics to meet conservation needs,
4. Analyze existing data to choose high priority 5th level HUC watersheds (6th level if data is available) where actions will take place first,
5. Identify data gaps that need to be filled to further build out the strategic action plan,
6. Assist the Partnership with progress evaluation and adaptive management for their subbasin,
7. Conduct new research and/or data collection,
8. Complete targeted outreach and education, and
9. Receive, raise, and deploy funds for local projects (see *Section 15* for further details on Working Group fundraising).

Table 1 below distinguishes who is the lead for various tasks between the Partnership and Subbasin Working Groups:

Table 1: Partnership and Working Group Roles

Role	Working Group	Partnership
Ensure all activities under the name of the Partnership are consistent with the mission, MOU, Operations Manual, SAP		Lead
Select focal species	Lead	Oversee
Determine most appropriate plans, data to utilize for subbasin	Lead	Oversee
Set subbasin goals, objectives, and actions for SAP	Lead	Oversee
Chose high priority watersheds	Both	Both
Identify data gaps	Both	Both
Develop organizational governance documents		Lead
Develop final SAP (including rolled up goals, etc.)		Lead
Deploy and manage monies raised by Partnership		Lead
Deploy and manage monies raised by workgroup	Lead	Oversee
Conduct Outreach	Both	Both

(ii) Technical Working Group

The Partnership has also formed a Technical Working Group made up of volunteer partners with specific expertise from ridge-to-ridge, including but not limited to hydrology, range and forest management, agricultural conservation practice, fish and wildlife management, and other relevant disciplines. The group will strive to have at least five (5) members. There are no term limits. This Working Group will:

1. Help establish the Partnership's general restoration approach and principles,

2. Help set guidelines for watershed prioritization,
3. Review technical elements of draft strategic action plan, including identifying data gaps that need to be filled to further build out the plan, and
4. Otherwise advise on technical issues as they arise.

(iii) Funding Evaluation Committee

The Partnership will form a Funding Evaluation Committee of volunteer partners for each individual funding request submitted by the Partnership. This Committee will work with the fiscal agent to lead distribution of funds raised by the Partnership to partners or consultants. This Committee will be formed at the time of proposal development by the Partnership. Committees will include the fiscal agent and partners with qualifications sufficient to review projects pursued with subject funds. Partners may not serve on a Funding Evaluation Committee for a funding source for which they are seeking funding. For capital projects, the Partnership may decide to assign the Technical Working Group the evaluation role. Finally, if insufficient volunteers come forward to form an evaluation committee for a funding opportunity, the Steering Committee will fill this role.

(iv) Ad hoc Working Groups

The Partnership may form ad hoc Working Groups to address specific short-term issues, such as development of proposals.

(v) Outside Facilitator

The Partnership has chosen to use an outside facilitator to assist with Partnership operation. The facilitator shall declare all sources of funding for their work with the Partnership upon request by the Steering Committee. The facilitator's duties will be assigned by the Steering Committee and may include:

1. Meetings. Organize and conduct convenings of Partnership, Partnership Working Groups and other groups as assigned by the Steering Committee. Meeting support may include pre-meeting research and attendee interviews, agenda and presentation development, meeting logistics, large and small group facilitation, and meeting notes.
2. Writing. Complete drafts and coordinate revision of strategic action plans, governance documents, standard operating procedures, grant reports, and other technical and organizational documents.
3. Fundraising. Identify new funding opportunities, draft and oversee revisions of Partnership and partner grant proposals and budgets.
4. Diplomacy. Lead multi-party processes, offer one-on-one coaching, and provide shuttle diplomacy among diverse basin constituencies, including Partnership members, agency staff, funders, and other stakeholders to ensure high-performing groups and continued momentum.
5. Records. Maintain all written materials online.

D. Main contact

The Partnership will assign a formal partner as the main contact for individual grants. In general, it is expected that the main contact will work with the fiscal agent of the individual funding source to lead distribution of grant funds and otherwise oversee grant execution.

11. Partner Roles

A. Role identification

A niche exercise completed by the Partnership confirmed that partner organizations have the expertise and desire take on all key roles needed to fulfill the organization's vision; this includes operation of the Partnership and implementation of capital and non-capital projects funded through the Partnership. *Table 2* defines the different types of Partnership and project roles that may apply to Partnership efforts or individual capital and non-capital projects. As noted earlier, there is no intention for the Partnership *itself* to hire staff, conduct capital projects itself, or otherwise overlap with any roles already fulfilled by partners. When volunteers or specific expertise are not available or an outside voice is most appropriate, the Partnership may consider hiring consultants (e.g., facilitator, data collection and analysis, peer review) as funding allows.

Table 2: Types of Partnership and Project Roles

Partnership Role	Description	Project Role	Description
Partnership Governance	Partners may serve on the Steering Committee and Working Groups.	**Landowner Recruitment**	Identify, cultivate, match with funding, and sign-up landowners for projects.
Facilitator	Organize, manage, and record partnership and Working Group meetings.	**Funder**	Provide funding for individual on-the-ground or outreach projects.
Main Contact(s)	Serve as the main contact for the Partnership for specific grants.	**Technical Assistance**	Provide ongoing assistance on technical matters and track and share new research.
Fiscal Administrator	Accept and distribute grant funds, manage contracts with consultants, track match, and reporting.	**Project Design**	Create project-specific drawings and plans.
Strategic Action Planning	Participate in strategic action plan development and adaptation.	**Permitting**	Assist landowners with project permits.
Project Review and Selection	Review, score, and rank projects to receive funding raised by the partnership.	**Project Management**	Oversee contractor work.
Technical Assistance	Provide ongoing assistance on technical matters and track/share new research.	**Project Implementation**	Field installation of projects.
Fundraising	Prospect research and proposal writing.	**Monitoring**	Confirm project installed and maintained as promised.
Outreach	Develop and share materials funders, elected officials, and the public.	**Outreach**	Develop and share materials with landowners, elected officials, and the public.

B. Role assignment.

The most appropriate niches and roles are generally standardized for each type of organization, and known to the Partnership for individuals currently employed by them. However, for each individual funding opportunity as appropriate, a niche assessment will be conducted and appropriate roles designated for inclusion in the individual proposal.

C. Consistency with role terminology used by funders

When responding to individual funding opportunities (such as those provided by OWEB), effort will be made to translate partner roles into eligible staffing roles called out by the funder to maximize clarity and comprehension.

12. Decision-Making

Some Partnership decisions will require a formal vote. The following decisions will always be subject to a vote:

1. Addition or removal of partners from the MOU,
2. Election of partners to the Steering Committee,
3. Election of Working Group leads,
4. Approval to submit a proposal under the Partnership's name.
5. Selection of a fiscal agent for a funding opportunity if more than one partner is interested in filling this role,
6. Provision of matching funds or a letter of support for a project not funded by the Partnership,
7. Revision of standard capital and non-capital project evaluation criteria included in *Section 16* of this manual, and
8. Other votes may be called by a member of the Steering Committee if in their judgment there is significant disagreement on a particular issue.

The following rules apply to all voting:

1. Each partner organization that signed the MOU will receive one vote.
2. The individual that signed the MOU will be considered the voting party unless the organization assigns temporary or permanent voting authority to another party as described in *Section 10B*.
3. A quorum of the Partnership shall be required for all votes. A quorum shall consist of 2/3 of the partners signed on to the MOU at the time of the vote. An approved proxy is considered part of the quorum.
4. At least thirty (30) days' notice will be provided for all votes.
5. Voting will be conducted by submission of ballots via email to a pre-assigned Steering Committee member or a virtual process deemed appropriate by the Steering Committee. An example ballot is provided as *Attachment C*.
6. There will be two types of votes: policy and people. All votes that do not involve the specific name of an individual will be considered policy votes. Person votes that will be using a party's name (e.g., voting on Steering Committee members). Individual policy votes and aggregate results of person votes will be public.
7. Partners may abstain from a particular vote.

A majority vote of the full Partnership will be used for most decisions. However, a three-quarters super-majority vote will be required to amend the MOU. In other words, instead of a majority like other votes, support of three-quarter of voters is required for an amendment to advance. Specific amendments include: (i) adding a partner to the MOU after January 31, 2016, (ii) involuntarily removing a partner after November 1, 2015, (iii) altering specific terms, or (iv) terminating the MOU in its entirety. The specific conditions under which partners may be added or removed from the MOU are described in *Section 9*. With one exception, changes to the MOU will be effective thirty (30) days after the Steering Committee's receipt of the affirmative vote results. The exception is that involuntary removal of the partner will take effective immediately after an affirmative vote.

13. Meetings

All Partnership meetings will be open and inclusive. Effort will be made to ensure a safe space for participation by stakeholders of diverse perspectives, interests, and expertise. All meetings will be open to the public. Anyone in attendance will be welcome to participate and contribute. It is the responsibility of formal partners to inform their respective Boards, landowner partners, and other parties that they represent or work with on an ongoing basis to make them aware of meetings and other Partnership activities. A set time for public comment will be included at all Partnership and Working Group meetings conducted after July 1, 2016.

Full Partnership meetings will be held at least quarterly each year. Steering Committee and Working Group meetings will be conducted as needed. All meetings will be preceded by an on-line poll to select an adequate date and distribution of an agenda that offers the date, time, location, and meeting activities. Presentations and other meetings materials will also be provided in advance of meetings. Subject to suitable accommodations, effort will be made to conduct meetings in different locations around the basin. The group will also endeavor to offer remote access (phone at minimum) when adequate facilities are available at the meeting location.

Meeting guidelines to foster efficiency, collaboration, and respect include the following:

- Recognize the legitimacy of the interests and opinions of others.
- Come to meetings prepared.
- Remain actively engaged in the discussion.
- Voice any new information, questions, or concerns during meetings.
- Only one person speaks at a time.
- Keep comments brief.
- Offer a potential solution if you bring forward a challenge or problem.
- Be open to new ideas and different alternatives.
- Refrain from side conversations.
- Only make commitments if you believe you can fulfill them.
- Respect the facilitator, agenda, and any issues put aside for later discussion.
- Personal attacks and other unprofessional behavior will not be tolerated.
- Request a break in the meeting at any time to meet with the facilitator if you believe a meeting attendee, the facilitator, or any process is inconsistent with the best interest of the Partnership.
- Remember we all want a healthy John Day basin.

14. Strategic Action Plan

One of the two primary functions of the Partnership is to develop a comprehensive basinwide strategic action plan. This plan is the Partnership's road map for achieving its basinwide outcomes within the next 25 years. The plan will be reviewed annually and a full update considered every five (5) years. The full Partnership, Subbasin Working Groups, and Technical Working Group will play important roles in development and maintenance of the strategic action plan. The Partnership will not "reinvent the wheel" when existing plans and data are available. Whenever possible, the Partnership will use existing plans as the basis for the strategic plan. *Table 3* provides a list of the key plans consulted. Other existing data sources, such as other plans, watershed assessments, and local studies will also be considered. Further, new plans developed by the partnership, Subbasin Working Groups (e.g., water supply plans) or individual groups (e.g., watershed or issue-specific plans may be incorporated into the strategic action plan as they are developed.

In general, the full Partnership will focus on development of the "common" parts of the plan that apply across the John Day Basin (i.e., governance, basin description; restoration need and approach; prioritization procedures; adaptive management process; etc.). Subbasin Working Groups will develop parts that require more localized perspective and information (i.e., focal species and habitats; watershed prioritization, restoration goals, objectives, actions, and metrics; funding estimates; and monitoring). The final strategic action plan document and attachments will be compiled, reviewed, and approved by a majority vote of the full Partnership.

Table 3: Existing Plans Used as Major Source Material for this Strategic Action Plan

--Oregon Department of Fish & Wildlife. 2003. Native Fish Conservation Policy.
--Oregon Department of Fish & Wildlife. 2010. Conservation and Recovery Plan for Oregon Steelhead Populations in the Middle Columbia River Steelhead Distinct Population Segment.
--U.S. Fish & Wildlife Service. 2015. Mid-Columbia Recovery Unit Implementation Plan for Bull Trout (Salvelinus confluentus).
--Oregon Department of Fish & Wildlife. 2015. The Oregon Conservation Strategy.
--Oregon Department of Environmental Quality. 2010. John Day River Basin TMDL and Water Quality Management Plan.
--Oregon Department of Agriculture, Lower John Day Local Advisory Committee. 2011. Lower John Day Basin Agricultural Water Quality Management Area Plan.
--Oregon Department of Agriculture, Middle John Day Local Advisory Committee. Revised 2012. Middle John Day Basin Agricultural Water Quality Management Area Plan.
--Oregon Department of Agriculture, North and Middle Fork John Day Local Advisory Committee. 2011. North and Middle John Day Basin Agricultural Water Quality Management Area Plan.
--Oregon Department of Agriculture, Upper John Day River Local Advisory Committee. Revised 2011. Upper Main Stem and South Fork John Day Basin Agricultural Water Quality Management Area Plan.
--Confederated Tribes of the Warm Springs Reservation of Oregon. 2015. John Day River Watershed Restoration Strategy.
--Confederate Tribes of the Umatilla Indian Reservation. 2008. First Foods Policy and Umatilla River Vision.
--Confederated Tribes of the Umatilla Indian Reservation, 2015. North Fork John Day Fisheries Enhancement Project's Strategy.
--Columbia River Inter-Tribal Fish Commission. 2011. Tribal Pacific Lamprey Plan for the Columbia River Basin.
--U.S. Bureau of Land Management. 2015. John Day Basin Record of Decision and Resource Management

Table 3: Existing Plans Used as Major Source Material for this Strategic Action Plan

Plan.
--U.S. Forest Service. 2014. Blue Mountains National Forests Proposed Revised Land Management Plan.
--U.S. Fish & Wildlife Service. 2015. Recovery Plan for the Coterminous United States Population of Bull Trout.
--U.S. Fish & Wildlife Service. 2012. Conservation Agreement for Pacific Lamprey.
--U.S. Fish & Wildlife Service. 2012. Pacific Lamprey Assessment and Template for Conservation Measures.
--U.S. Department of Agriculture, Forest Service. 2007 Revision. Pacific Northwest Region Aquatic Restoration Strategy.
--U.S. Department of Commerce, National Marine Fisheries Service. 2009. Middle Columbia River Steelhead Distinct Population Segment ESA Recovery Plan.
--Northwest Power and Conservation Council. 2005. John Day Subbasin Revised Draft Plan.

The strategic plan will include the parts listed in *Table 4* below. This design is informed by the OWEB document, *Components of a Strategic Action Plan for Participation in the Focused Investment Partnership Program.* Generally, the Subbasin Working Groups will lead development of Part 11, 14, and 15 and the Technical Working Group will help draft Parts 9, 12, 13, and 16.

Table 4: Strategic Action Plan Parts

1. Introduction	10. Restoration Goals, Objectives, Actions, Metrics
2. Outcomes	11. Watershed Prioritization
3. Vision, Purpose, Guiding Principles, and Scope	12. Project Evaluation, Scoring, and Ranking
4. Logic Model	13. Funding
5. Governance	14. Evaluating Success
6. Profile of Focus Area	15. Adaptive Management
7. Restoration Need	16. Sustainability
8. Restoration Approach	17. Citations and Links
9. Focal Species and Habitats	Appendices

Funding opportunity or resource issue-specific work plans may be developed to support implementation of the strategic action plan. The Partnership will determine the need for this additional specificity on a case-by-case basis.

As funding allows, the Partnership will convene an outside Peer Review Team of independent experts in fisheries, water quality, forest and range management, community development, and other appropriate disciplines to review appropriate parts of the strategic action plan and any subsequent amendments. Further details of this process are provided in the strategic action plan.

15. Business Model

The business model for sustaining this Partnership will rely upon private funding, public funds, and volunteer in-kind support from partners. The Partnership does not plan at this time to be a membership organization and collect dues, so all funding will come from outside the partnership. The Partnership will run "lean" with virtually all roles filled by partners; however, some funds will

be dedicated to the partnership itself to hire outside consultants to help build and maintain the partnership and strategic action plan. A discussion of the procedures the Partnership will use to raise and administer funds is offered below.

A. Fundraising.

Once a strategic action plan is in place, the primary function of the Partnership will be fundraising. Large landscape restoration funders are increasingly calling for restoration practitioners to undertake a more holistic and coordinated approach to ensure work is carried out as efficiently and cost-effectively as possible. Thus, Partnership will leverage cumulative partner competencies and pursue joint fundraising around a single plan. Raised funds will be used for:

- Capacity—partners work in support of the partnership (non-capital project),
- Consultants—hire outside consultants to offer facilitation or technical assistance (non-capital project), and
- Project Implementation—project installation and maintenance (capital project).

Only organizations that have signed the MOU will be eligible to receive funds raised by the Partnership. Further, Partnership fundraising will be deliberately pursued to ensure it is net additive for the basin and does not lead to competition amongst partners. The Partnership does not intend to administer, affect or otherwise have a bearing on existing funding of individual partners, or interfere with any future funding individual partners may obtain in the individual partner's own capacity.

The general fundraising strategy the Partnership will pursue involves the following seven (7) steps:

1. Research viable government, foundation, and individual donor funding opportunities to develop a diversified list of potential funders. Potential funding opportunities for the Partnership and individual partners will be discussed at each full Partnership meeting.
2. For proposals suggested beginning after January 31, 2016, the decision to pursue a proposal under the Partnership's name will be made based on a majority vote of the full Partnership. Partners or Working Groups may bring forward a funding opportunity for consideration. Further, partners may sponsor an organization that did not sign the MOU to submit a proposal under the Partnership provided sponsoring partner is listed as a participant in the project.
2. A fiscal agent, main contact, and Funding Evaluation Committee for the proposal will be selected during proposal development.
3. A volunteer partner, partners, or Working Group will draft a proposal package and attach any letters of support. An example letter of support is provided as *Attachment D*.
4. The Steering Committee and then the full Partnership will have a chance to review and comment upon the draft submittal.
5. The Steering Committee or a member of the Partnership as appropriate will collect any necessary signatures, letters of support, and finalize the proposal package.
6. The proposal will be submitted by the main contact.

B. Fiscal Administration.

Any new monies brought in by the Partnership must be managed according to this manual, funder requirements, and applicable laws. Further, the monies must be administered efficiently to maintain relationships, effectively leverage other funding, and ensure progress toward achievement of outcomes. Funding administration will apply exclusively to funds raised in the name of the Partnership itself. Fiscal administration will include a variety of tasks, including:

1. Receipt of outside funds,
2. Execution of contracts with partners and consultants,
3. Distribution of funds to partners and contractors,
4. Tracking of match and in-kind contributions,
5. Reporting to funders, and
6. Ensuring compliance with Partnership, funder, and government policies.

C. Fiscal Agent.

A fiscal agent will administer all monies raised by the Partnership. It is preferable for a formal partner to take on the fiscal agent role to keep funding in the basin. After January 31, 2016, if more than one partner volunteers to manage finances for a particular grant, one partner will be selected by a majority vote of the Partnership. Note that there should be no need for ongoing fiscal management duties for the Partnership itself as long as it continues not to have staff, dues paying membership, or a physical office.

As a matter of policy, the Partnership will only pay out funds on an hourly and receipt basis. At this time grants and advanced payment are not envisioned. An optional *Partnership Reimbursement Form* is provided as *Attachment E*. Fiscal agents may use their own standard paperwork if they prefer.

C. Eligibility to Receive Funding Raised by the Partnership.

<u>Only</u> partners that are currently signatories to the MOU are eligible to receive monies raised by the Partnership.

D. Contracting.

Funds raised by the Partnership will generally be distributed using a Request for Proposal (RFP) process. The only time an RFP will not be used to distribute funds is when a Partnership's proposal to an outside funder <u>specifically includes partners</u> or outside consultants by name as the parties that will undertake the proposed project. Any preferential treatment or extra points provided for applicants with particular characteristics (geography, etc.) can only be included in an RFP if they are specifically allowed by the original grant agreement for the funds the Partnership is awarding. An example contract and RFP are provided as *Attachments F and G*. The designated fiscal agent for an individual grant will execute and manage all contracts for that grant. Note that the Partnership does not expect to hold any contracts; all contracts will be directly between funders and the fiscal agent and the fiscal agent and hired contractors or other formal partners.

E. Matching Funds.

The majority of funding opportunities pursued by the Partnership will require cash or in-kind match. Written approval (email is sufficient) documenting partner commitment will be required to include match in any grant proposal prepared by the Partnership. On the flipside, the Partnership may offer match to non-Partnership projects after an affirmative majority vote of the Partnership.

F. Letters of Support

The Partnership may provide a letter of support for non-Partnership projects after an affirmative majority vote of the Partnership.

G. Accountability.

The Partnership will provide consistent oversight of all entities—hired consultants and formal partners—that receive funding from the Partnership. The selection and contracting process noted in subsection D above, detailed scopes of work with mandated milestones and deliverables, regular reporting, and assignment of the Steering Committee and formal partners to oversee funded parties will all be utilized to maintain quality control over deployed funds.

16. Project Evaluation, Scoring, and Ranking

One of the most important tasks of any Partnership is the distribution of jointly raised funds. There must be a transparent, consistent, and fair process to preclude competition amongst partners and retain collective belief in the shared value of the Partnership. The Partnership will use what's called a "decision support system" to score and prioritize capital and non-capital projects for funding.

A. Capital Projects.

Capital projects will involve design and installation of conservation practice on-the-ground. The following seven step project evaluation, scoring, and ranking process will be utilized for capital projects:

1. RFP. The fiscal agent and the Funding Advisory Committee will lead development of an RFP to distribute funding raised by the Partnership. The RFP for capital projects will request information that includes the project name, partners, location, historical or heritage information that provides project context, specific problem and associated restoration goals/objectives, restoration actions and design to be used, proposed outcomes and metrics, monitoring approach, landowner involvement, stakeholder support, schedule, budget and match, risks, and all required attachments (e.g., maps, photos). An example RFP for capital projects may be developed and attached to this manual at a later date.
2. Project Initial Screening. The proposal recipient listed in the RFP will forward the proposals to the Funding Evaluation Committee formed for this specific opportunity who will then review the proposals and confirm that projects meet the two pre-conditions below.
   a. It is consistent with an established goal, objective, or action identified for the subbasin in which it is located and the specific funding opportunity, and
   b. The owner and/or manager of the land where the project will take place have provided appropriate written documentation that they support the project.

   Projects that do not meet these pre-conditions will not be further considered.

3. Initial Review. Projects that meet the minimum criteria will be reviewed for responsiveness to the RFP and technical soundness. The project will be specifically checked to ensure appropriate action sequencing is undertaken. Written feedback will be developed by the Funding Evaluation Committee for each proposal. Note that partners may not participate in the evaluation of their own project.
4. Applicant Response to Evaluation and Re-Submittal. Initial proposals deemed inadequate may respond to feedback from the Funding Evaluation Committee and resubmit a revised proposal. A site visit or discussion with the Funding Evaluation Committee can be requested by the applicant at this time. Note that a project must pass initial screening and be deemed complete and technically sound before it will be scored. The premise is to ensure project intent, landowner involvement, and technical merits are sound before subjecting a project to scoring.
5. Project Scoring and Ranking. Funding Evaluation Committee members will score and rank qualifying project proposals using the *Partnership Capital Project Scoring Form* provided as *Attachment H*. Projects will be scored using the criteria and weighting described in *Table 5*. Applicants cannot score their own projects. The Funding Evaluation Committee will use scores to rank the projects in numerical order from 1 (top choice) to however many projects were evaluated per subbasin and basinwide. Note that some criteria in *Table 5* and the attached form may not apply to certain projects. The Partnership may revise the criteria and corresponding form (or develop completely new criteria and forms) as necessary for each funding opportunity (e.g., to align scoring criteria with funding entity review and/or deliverables requirements). Formal partners will approve any revised criteria or forms by a majority vote.

Table 5: Weighted Average Capital Project Scoring Approach

Criteria	Criteria Type	Description	Weight
Location in a high priority watershed identified in the strategic plan.	Yes or No	The project will take place within one or more of the prioritized 5th level HUCs.	20 pts
Number of listed and/or focal species enhanced and/or amount of landscape enhanced, created, or managed for such species.	Number	Total number of species with life history use enhanced and/or measurable habitat quantity/quality.	20 pts
Matching funds.	Number	Amount of additional funding the project bring into the basin for the project; a measure of project readiness, partner diversity, and support.	15 pts
Socioeconomic impact.	Number and judgment	Numbers: Dollars paid to in-basin contractors, jobs currently supported by the lands being treated, acres permanently protected, acres of tribal trust lands impacted, and/or basin citizens reached. Judgment: Estimate of short and long-term economic, social, cultural, aesthetic, and non-market impacts of	15 pts

Table 5: Weighted Average Capital Project Scoring Approach

Criteria	Criteria Type	Description	Weight
		the project..	
Certainty of success.	Yes or No	The project employs a proven technique instead of an untried technique without established design and performance standards.	10 pts
Plans and dedicated funding in place for project maintenance, monitoring, and adaptation.	Yes or No	Documentation is present that plans and funding are in place for long-term project oversight.	10 pts
Qualifies as "exceptional" project.	Judgment	Project offers exceptional risk mitigation and/or resilience improvement or protection for high quality habitat based on the judgment of the reviewer.	10 pts

6. Final Project Selection. The Steering Committee will work down the list until available funding is exhausted. If there is a tie at the end of allocated funding the final decision will be made by a majority vote of the Steering Committee. *Note* that applicants whose project was not funded will have the option to have their project scored in the next funding opportunity without repeating steps 1-4 (unless the project changes or the funding opportunity requires it).

7. Funds Distribution. Partners whose projects were selected will work directly with the fiscal agent to establish a formal contract with the Partnership that lays out the terms of funding.

B. Non-Capital Projects.

The process used to solicit and evaluate non-capital projects that that support partner capacity, data collection or analysis, research, monitoring, or public outreach will generally follow the same approach used for capital projects. Different procedures include: (1) instead of landowner willingness, project pre-screening will confirm the applicant is a formal partner and (2) all non-capital projects will be scored based on the separate set of criteria described in *Table 6*. An example RFP used for non-capital projects by the Partnership for the OWEB Focused Investment Program grant is provided as Attachment G. A *Partnership Non-Capital Project Scoring Form* is provided as *Attachment* I.

Note that based on the variety of non-capital project types, some criteria in *Table 6* and the attached form may not apply to certain projects. The Steering Committee may revise the criteria and corresponding form (or develop completely new criteria and forms) as necessary for each funding opportunity. Formal partners will approve any revised criteria or forms by a majority vote.

Table 6: Weighted Average Non-Capital Project Scoring Approach

Criteria	Criteria Type	Description	Weight
Proposal completeness	Yes/No	Proposals not containing the mandatory information identified in the RFP will be rejected.	n/a
Proposal suitability	Judgment	Quality and clarity of the approach that will be used to meet the project duties, deliverables, and timeline.	50 pts
Demonstrated experience and success	Judgment	Staff expertise, qualifications, and past performance as they apply to the scope of work requested.	50 pts
Commitment to partnership	Number Judgment	Attendance for the entirety of Partnership meetings, including working group meetings, and/or commitment of cash or in0-kind matching funds.	25 pts
Cost and value	Number Judgment	Salary, expenses, and value compared to other proposals and standard market rates.	25 pts

17. Communications

A. External Communications.

Potential external target audiences for the Partnership include potential funders, local elected officials, and others to build knowledge and subsequent support for the efforts of the Partnership. To maximize the consistency and impact, any outreach and public relations effort will use standardized Partnership outreach materials, such as the fact sheet provided as *Attachment J* or subsequently developed materials, and all communications will be coordinated through quarterly discussion at Partnership meetings.

At this time there are no plans for the Partnership to engage directly with landowners. Formal partners that already fill the Landowner Recruitment role identified in *Section 11* (SWCDs, Watershed Councils, landowner organizations, etc.) will continue to do so as one of their roles for the Partnership.

All Partnership meetings will always open to members of the public. Further effort will be made to educate the public on the work of the Partnership and the progress and value of watershed restoration in the region

B. Internal Communications.

The partnership will maintain internal communications through quarterly full partnership meetings, quarterly Steering Committee phone calls, periodic Working Group meetings, recording of meeting notes, and a Partnership Dropbox and BaseCamp folder.

18. Recordkeeping

Partnership written materials will be made available to all partners via a Partnership Dropbox and BaseCamp folder. These materials may include, but are not limited to, the following:

- Meeting agendas, presentations, handouts, and notes.
- Partnership documents, such as agreements, manuals, and plans.
- Grant solicitations, draft and final proposals, and budgets.
- Plans, literature, and data applicable to the John Day River Basin.

Attachment A

John Day Basin Partnership Memorandum of Understanding

Memorandum of Understanding
between
Partner Organizations in the John Day Basin Partnership

Introduction

This Memorandum of Understanding ("MOU") applies to organizations participating in the *John Day Basin Partnership* ("partnership"). The partnership is a diverse group of organizations ("partner") that have come together to collaboratively develop a basinwide strategic action plan to help bring in more funding to hasten the pace, scale, and impact of watershed restoration in the John Day River Basin of Oregon.

Partner Definition

For the purposes of this MOU a "partner" refers to an individual government, tribal, non-government organization, business, or landowner that has signed this MOU. Note that in the case of organizations and businesses it is the *organization or business* entity itself that is the partner, not individual employees or contractors for the organization or business.

Purpose

The purpose of this MOU is to formally document the shared beliefs of partners that unify the partnership. This MOU applies to partners when taking part in partnership activities and otherwise acting on behalf of the partnership.

Scope

Partnership activities covered by this MOU will take place in the John Day River Basin in Oregon.

Shared Beliefs

The shared beliefs agreed to by the partners are expressed by the following vision, purpose, function, and guiding principles.

Vision

The partners share the vision of a John Day Basin with clean water and healthy watersheds sufficient to provide for the ecological, economic, and cultural well-being of the basin.

Purpose

Our unifying purpose is a common interest in restoring and maintaining John Day Basin watersheds for the ecological, economic, social, and cultural well-being of local communities. We apply deep knowledge of the basin, best available science, and cooperative planning and fundraising to empower more actions that establish healthy and resilient native habitats and working landscapes for future generations.

Function

The function of the partnership is to build and implement a basinwide strategic action plan that can bring in additional funding to support more quality watershed restoration projects.

Guiding Principles

The partnership's guiding principles for execution of the vision and purpose are:

9. *Local leadership*. The knowledge and commitment of local people is essential to achieving healthy and resilient native habitats and working landscapes.
10. *Collaboration.* Partnership decision-making must integrate management goals of both private and public lands.
11. *Fundraising*. Joint planning and fundraising at the basin-scale can help deliver the long-term funding necessary to achieve outcomes.
12. *Science*. The best available science and technology will be applied to all decisions and actions.
13. *Voluntary Efforts*. Proactive, voluntary restoration is preferable to mandated or emergency action.
14. *Ecological and Socioeconomic Balance.* The needs of the natural environment must be balanced with the economic, social, and cultural needs of rural communities.
15. *Scale.* A holistic "ridge-to-ridge" approach to restoration is vital to meeting the long-term needs at the landscape scale.
16. *Adaptive management*. Persistent monitoring and adaptation is essential to realizing lasting change.

Commitment

By signing this MOU, partners formally commit to support the partnership's shared beliefs as stated in this document when voluntarily taking part in partnership activities or otherwise acting on behalf of the partnership.

Limitations

This MOU is not legally binding upon its signatories, does not constitute a joint venture, and does not constitute any form of contract between partners. This MOU does not commit any partner to any expenditure or exchange of funds. It is not the intent of the partnership to benefit individual partners, except where such benefit may be incidental to the execution of the partnership's shared beliefs.

Duration

The MOU shall take effect upon the signature of the authorized individual(s) of each partner organization and shall be in force until a partner is removed or the MOU is terminated by the partnership.

Amendment

This MOU can be amended after November 1, 2015 by (1) providing written notice of the specific amendment to the partnership's current main contact and (2) an affirmative vote of three-quarters of the partnership. Amendments will be effective thirty (30) days after an affirmative vote.

Partner Addition

A new partner may be added to this MOU after November 1, 2015 by (1) providing written notice to the partnership's main contact and (2) an affirmative vote of three-quarters of the partners. An addition will be effective thirty (30) days after an affirmative vote.

Partner Removal

A partner may voluntarily remove themselves from this MOU by providing written notice to the partnership's current main contact. Removal will be effective thirty (30) days after an affirmative vote.

A partner may be involuntarily removed from the MOU with cause through a four-step process.

3. A partner must nominate an organization to the Steering Committee for consideration for removal (the identity of the organization/person bringing the nomination will be kept private);
4. The Steering Committee will formally determine if any one of the following pre-conditions are met that provide cause for removal vote by the partnership:
    - Failure to attend a partnership or workgroup meeting for one (1) year without providing a written justification deemed acceptable by a majority vote of the Steering Committee;
    - Actions while working on behalf of the partnership that are grossly inconsistent with the partnership's vision, purpose, function, and guiding principles as determined through a majority vote of the Steering Committee; or
    - Actions during partnership-affiliated meetings or events that are determined to be inconsistent with meeting rules and generally accepted public decorum as determined through a majority vote of the Steering Committee.
5. The Steering Committee will notify the partner and let them know their removal from the partnership will be scheduled for a vote of the full partnership. At that time, the partner under consideration for removal may request the ability to speak with the Steering Committee or full partnership prior to the vote.
6. If the Steering Committee determines consideration for removal is justified, a partner can be removed by an affirmative vote of three-quarters of the partners.

Removal will be effective immediately upon completion of an affirmative vote.

Termination

This MOU may be terminated in its entirety at any time by an affirmative vote of three-quarters of the signatories of this MOU. Termination will take effect thirty (30) days after an affirmative vote to end the partnership.

Counterparts

This MOU may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement.

Signature pages to follow

Partner Signatures

Authorized Person for _____

Name	Title

Signature	Date

Attachment B

Initial Partnership Solicitation

From: Amy Charette <amy.charette@wstribes.org>
Subject: John Day Basin Partnership
Date: May 15, 2014 at 12:48:22 PM PDT
To: Jay Gibbs <jay.gibbs@or.usda.gov>, Jason Kehrberg <jkehrberg@ortelco.net>, Krista.Coelsch@oacd.org, Kayla.Vonborstel@or.nacdnet.net, Drew.Messenger@or.nacdnet.net, Judy Potter <judy.potter403@gmail.com>, Herb Winters <winters.herb20@gmail.com>, Debra Bunch <debrabunch@gmail.com>, Sandy McKay <gilliamswcd@gmail.com>, Wes Garth <gilliamwc@gmail.com>, Steve Ussery <mswcd@centurytel.net>, "bryan.vogt@centurytel.net" <bryan.vogt@centurytel.net>, Gabe Williams <gabemwilliams@hotmail.com>, Amy Stiner <usfjdwc@outlook.com>, "Kristy St. Clair" <rizdollie@gmail.com>, Eisenbraun Eisenbraun <elaine@nfjdwc.org>, Valeen Madden <valeen@nfjdwc.org>, Dirk Renner <Dirk_Renner@fws.gov>, Kelly Stokes <kelly.s.stokes@state.or.us>, Mike Jensen <mike.j.jensen@state.or.us>, Tracy Wyllie <tracy.d.wyllie@state.or.us>, Pamela Alley <Pamela.D.Alley@state.or.us>, Russ Powell <russell.m.powell@state.or.us>, Mark Croghan <mcroghan@usbr.gov>, John Zakrajsek <johnzakrajsek@ctuir.com>, Jamie Swan <jaswan@bpa.gov>, Dave Roberts <daroberts@bpa.gov>, Sue Greer <Sue.Greer@state.or.us>, Tony Malmberg <Tony@thefreshwatertrust.org>, Mark McCollister <mark@thefreshwatertrust.org>, nick@thefreshwatertrust.org, Mark Trenholm <mtrenholm@wildsalmoncenter.org>, Walter Powell <lewisnlee@gmail.com>
Cc: Brian Cochran <brian.cochran@wstribes.org>, Scott Turo <scott.turo@wstribes.org>, Stephane Charette <steph.charette@wstribes.org>, Kristen Coles <kristen.coles@wstribes.org>, Archie Martell <archie.martell@wstribes.org>, Chris Moan <chris.moan@wstribes.org>, Rick Hayes <pinecreek@wildblue.net>, andrea.karoglanian@wstribes.org, V <vernita.bmfp@gmail.com>

Hi everyone

I have talked with most of you getting together to discuss a John Day Basin Partnership, if we haven't please call me with any questions. The goal of this meeting will be to get all agencies/groups/interested parties doing restoration/conservation work in the John Day together to gauge interest in forming an official partnership and working group. This would be to expand on other efforts such as BPA's coordination group and the former Lower John Day Working Group. I feel this partnership would be a great resource for planning work and to look for additional large scale funding. OWEB will be coming out with the Focused Investment Partnership later this year and there are other opportunities I think may be a good fit.

The first meeting will be in John Day, from 10:00-2:00 and we will provide lunch. We will also provide help with facilitation and will send out an agenda closer to meeting time.

Here is a Doodle Poll if you could please fill in your availability: http://doodle.com/fdmipthbe2828fpp

Below is a list of agencies/groups invited, please forward if I have missed someone.
Grant SWCD
Wheeler SWCD
Gilliam SWCD
Monument SWCD
Sherman SWCD
Upper South Fork Watershed Council
North Fork John Day Watershed Council
Mid-John Day/Bridge Creek Watershed Council
Gilliam-East John Day Watershed Council

Sherman County Watershed Council
US Fish and Wildlife Service
ODFW Screen Shop and Habitat Program
Bureau of Land Management
Forest Service - Malheur, Umatilla, Wallowa-Whitman
Natural Resource Conservation Service
Bureau of Reclamation
Confederated Tribes of the Warm Springs Reservation of Oregon
Confederated Tribes of the Umatilla Indian Reservation
Bonneville Power Administration
Ecotrust
Oregon Watershed Enhancement Board
Freshwater Trust
Wild Salmon Center
County Court – Grant
County Court – Wheeler
County Court – Gilliam
County Court – Sherman

Let me know if you have any additional questions, Thanks again.

Amy Charette

Amy Charette
Watershed Restoration Coordinator
Confederated Tribes of the Warm Springs Reservation of Oregon
John Day Basin Office
320 W. Main Street
John Day, OR 97845
(541) 575-1866 ext.11, (541) 575-1869 fax
(541) 620-4521 cell
amy.charette@wstribes.org
http://wsfish.org/

Attachment C

Example Voting Ballot

TO BE DEVELOPED

Attachment D

Template Partnership Proposal Letter of Support

TO BE DEVELOPED

Attachment E

Example Partnership Reimbursement Form

John Day Basin Partnership

Travel Remimbursement Request Form

Organization Information		Event Information	
Your Name		Event Name	
Organization			
Address		Date of Event	
Phone		Date of Request	
Email			

Expenses			
Expense Category	Description	Amount	Total Expenses
Mileage (Rate=$0.50/mile)	Enter total number of round trip miles in "Amount"		$0.00
Transportation	Enter car rental, gas, and parking costs		$0.00
Meals	Enter meals or snacks purchased for trip		$0.00
Lodging	Enter total lodging costs		$0.00
Other (Please list)			$0.00
		Total:	$0.00

Signature _____ Date _____

Instructions:

1) Fill in the yellow cells. Total expenses are automatically calculated.

2) Please provide all receipts.

3) Milelage or gas purchase may be reimbursed.

4) Please submit completed form and receipts via email or regular mail within thirty (30) days of the event date.

5) Submit to Mike Gerel,Sustainable Northwest, 813 SW Alder Street, Suite 500, Portland, Oregon 97205 or mgerel@sustainablenorthwest.org.

Attachment F

Example Contract Agreement

INDEPENDENT CONTRACTOR AGREEMENT

INDEPENDENT CONTRACTOR AGREEMENT NUMBER – [AGREEMENT NUMBER]

1. PARTIES

The Parties to this Independent Contractor Agreement are:

A. (FISCAL SPONSOR NAME), hereafter referred to as "(FISCAL SPONSOR SHORT NAME)".

B. (CONTRACTOR NAME), hereafter referred to as "Contractor".

2. PURPOSE

A. The purpose of this Independent Contractor Agreement (the "Agreement") is to formalize the relationship between the (FISCAL SPONSOR SHORT NAME), as the Grantee and Payee for the John Day Basin Partnership, and the Contractor in completing tasks associated with the performance of (GRANT NAME) (Attachment #1).

3. EFFECTIVE DATE AND DURATION

A. Effective Date: This Agreement shall commence on the date of its full execution by both Parties.
B. Expiration Date: Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when the (FISCAL SPONSOR SHORT NAME) accepts the Contractor's complete performance of the tasks defined in the Scope of Work (Exhibit A) or on [DATE], whichever occurs earlier.

4. REPRESENTATIVES

(FISCAL SPONSOR SHORT NAME) authorized representative is:

(FISCAL SPONSOR CONTACT INFORMATON)

Contractor's authorized representative is:

(AUTHORIZED REPRESENTATIVE)
(ORGANIZAITON NAME)
(ADDRESS)
(PHONE NUMBER)
(EMAIL)

5. EXECUTION OF THIS AGREEMENT

Execution of this Agreement by authorized officers constitutes the entire Agreement between the (FISCAL SPONSOR SHORT NAME) and Contractor. This Agreement incorporates the following forms by reference.

- Exhibit A – Scope of Work

- Exhibit B – Estimated Budget
- Other Attachment(s) –
  1) (GRANT AGREEMENT NAME)
  2) Request for Proposals
  3) Internal Revenue Service W-9 Form - *Request for Taxpayer Identification Number and Certification*

6. SCOPE OF WORK

Contractor shall perform the work tasks, including delivery of all work product(s), as set forth in Exhibit A – Scope of Work ("Services"). Contractor shall perform the Services in accordance with the terms and conditions of this Agreement and all incorporated references.

7. COMPENSATION

(FISCAL SPONSOR SHORT NAME) shall compensate the Contractor for the performance of Services, Allowable Expenses, and Pre-award Costs as set forth in Exhibits A and B. The maximum, not-to-exceed compensation payable to Contractor under this Agreement, is **(INSERT AMOUNT).** (FISCAL SPONSOR SHORT NAME)will not pay Contractor any amount in excess of the not-to-exceed compensation of this Agreement for completing the Services, and will not pay for Services performed after the termination of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before Contractor performs the Services subject to the amendment. (FISCAL SPONSOR SHORT NAME) will pay only for actual Services performed.

Contractor shall submit to the (FISCAL SPONSOR SHORT NAME) a completed Internal Revenue Service W-9 Form - *Request for Taxpayer Identification Number and Certification*. No reimbursement payments will be issued to the Contractor under this Agreement until a certified W-9 Form is provided to the (FISCAL SPONSOR SHORT NAME).

8. INVOICES

Payment of Contractor invoices for Services performed will not be made more frequently than on a quarterly basis. Invoices shall be submitted on, or before, the 20th day of the month following the close of the quarter after the period the Services were performed to qualify for payment processing for the associated quarter. Contractor is not required to submit an invoice each quarter.

The final Contractor invoice shall be submitted to the (FISCAL SPONSOR SHORT NAME) no later than thirty (30) days after the completion of the Agreement term.

To be processed by the (FISCAL SPONSOR SHORT NAME), each Contractor invoice shall be submitted in the form of the attached invoice template (Exhibit C) and include all specified information to qualify for payment processing. Contractor shall require any subcontractors paid with associated Agreement funds to provide a written invoice containing the requested information contained in the template and make copies of such invoices available to (FISCAL SPONSOR SHORT NAME) upon request.

Payment to the Contractor will be made within thirty (30) days following approval of the invoice by (FISCAL SPONSOR SHORT NAME). If there are problems with the invoice submitted by the Contractor,

(FISCAL SPONSOR SHORT NAME) will notify the Contractor regarding those concerns. (FISCAL SPONSOR SHORT NAME) shall have the right to reject any invoice which does not have the proper information as required by this section without incurring penalty liabilities for late payment.

9. REPORTING

No later than thirty (30) days after the completion of the Agreement term, Contractor shall submit to the (FISCAL SPONSOR SHORT NAME) a final one page summary report, describing the work performed by the Contractor and referencing any resulting individual products and/or accomplishments completed under this Agreement.

10. RESTRICTIONS

Contractor shall not use any portion of funds from this contract to influence legislation within the meaning of the Internal Revenue Code (IRC) Section 501(c)(3).

11. INDEPENDENT CONTRACTOR STATUS

Contractor shall perform all Work as an independent contractor. Contractor's employees or contract personnel are not (FISCAL SPONSOR SHORT NAME) employees. Contractor and (FISCAL SPONSOR SHORT NAME) agree to the following rights consistent with an independent contractor relationship.

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- Contractor has the right to perform the services required by this Agreement at any place, location, or time.
- Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
- Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- The Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement; (FISCAL SPONSOR SHORT NAME) shall not hire, supervise, or pay any assistants to help Contractor.
- Neither Contractor nor Contractor's employees or contract personnel shall receive any training from (FISCAL SPONSOR SHORT NAME) in the skills necessary to perform the services required by this Agreement.
- (FISCAL SPONSOR SHORT NAME) shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

12. CONTRACTOR'S AUTHORITY

Contractor is not granted the authority to represent (FISCAL SPONSOR SHORT NAME), and Contractor understands that it is not an officer, employee, or agent of (FISCAL SPONSOR SHORT NAME).

13. NO PARTNERSHIP

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts or agreements on (FISCAL SPONSOR SHORT NAME) behalf.

14. CONTRACTORS REPRESENTATION AND WARRANTIES

Contractor represents and warrants to (FISCAL SPONSOR SHORT NAME):

(1) Contractor has the power and authority to enter into and perform this Agreement;
(2) this Agreement, when executed and delivered, shall be a valid and binding obligation of the Contractor enforceable in accordance with its terms;
(3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with the standards prevalent in Contractor's industry, trade or profession; and
(4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.

15. PUBLIC INFORMATION

All designs, creations, improvements, original works of authorship, formulas, processes, know-how, techniques, inventions, and all other tangible or intangible items and all intellectual property rights therein created by the Contractor pursuant to the Work, including derivative works and compilations, shall be considered a matter of public record.

16. STATE AND FEDERAL TAXES

Contractor is responsible for paying all state, federal, worker's compensation, unemployment, and other appropriate taxes.

17. STATE TORT CLAIMS ACT

Contractor is responsible for any and all acts, omissions, or negligence of its own officers, employees and agents. The (FISCAL SPONSOR SHORT NAME) is responsible to the extent permitted by the Oregon Tort Claims Act (ORS 30.260 - 30.300) only for the acts, omissions, or negligence of its own officers, employees, or agents. Contractor and its officers, employees, agents, subcontractors, or volunteers are not considered "officers, employees, or agents" of the State of Oregon as those terms are used in ORS 30.265.

18. INSURANCE

(FISCAL SPONSOR SHORT NAME)shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain at Contractor's expense the insurance specified below prior to performing services under this Agreement and shall maintain it in full force and at its own expense throughout the duration this Agreement and all warranty periods. Contractor shall obtain insurance coverages from insurance companies or entities that are authorized to

transact the business of insurance and issue coverages in Oregon and that are acceptable to the (FISCAL SPONSOR SHORT NAME). As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish Certificate(s) of Insurance to the (FISCAL SPONSOR SHORT NAME) prior to performing any services under this Agreement, naming the (FISCAL SPONSOR SHORT NAME) as an additional insured.

Required Insurance:

- Workers' Compensation: All employers, including the Contractor, that employ subject workers who work under this Agreement 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.
- General Liability Insurance: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, Liability Insurance covering any negligent acts related to the services to be provided under this Agreement. Contractor shall provide proof of insurance of not less than $1,000,000 per each occurrence limit.
- Automobile Liability Insurance: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, Automobile Liability Insurance covering owned, non-owned and/or hired vehicles, as applicable. Contractor shall provide proof of insurance of not less than $1,000,000 per each occurrence limit.

19. INDEMNITY

Contractor shall indemnify and hold (FISCAL SPONSOR SHORT NAME) harmless against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever or liability arising from performing services under this Agreement.

20. TERMINATING THE AGREEMENT

The (FISCAL SPONSOR SHORT NAME) or Contractor may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other Party. The Contractor shall, upon receipt or issuance of a notice of termination, refrain from incurring any further costs under this Agreement, provide all associated work items or deliverables to the (FISCAL SPONSOR SHORT NAME), and issue a final invoice to (FISCAL SPONSOR SHORT NAME) for any accrued work time. (FISCAL SPONSOR SHORT NAME) shall remit payment to the Contractor within thirty (30) days of receipt of the final invoice.

20. AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement signed by authorized representatives of the Parties.

21. NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- When delivered personally to the recipient's address as stated on this Agreement
- Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- When sent by email to the last mail address of the recipient known to the person giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

22. GOVERNING LAW

This Agreement will be governed by the laws of the State of Oregon.

23. RESOLVING DISPUTES

In the event of a conflict regarding the terms of this Agreement, or if the Parties cannot agree to terminate this Agreement without serious conflict, they will enter into a mediated conflict resolution process with a third-party mediator chosen by both Parties. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the Parties.

If a resolution cannot be achieved through mediation, the Parties agree to submit to binding arbitration of their differences before a single arbitrator in accordance with the arbitration rules of the American Arbitration Association. This Cooperative Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any decision or award by an arbitrator shall be made in accordance with such laws.

24. ACCESS TO RECORDS

(FISCAL SPONSOR SHORT NAME) shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of conducting record reviews, making audit examinations, excerpts, and transcripts.

25. COMPLIANCE WITH APPLICABLE LAW

(FISCAL SPONSOR SHORT NAME) and Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be performed under this Cooperative Agreement.

26. SEVERABILITY

If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

[Signature page to follow]

28. SIGNATURES

In witness whereof, the parties have executed this Agreement in duplicate through their duly authorized officials as of the last date written below:

(FISCAL SPONSOR NAME)**:**

By: _____
Signature

Title: _____

Date: _____

CONTRACTOR:

By:_____
Signature

Title: _____

Taxpayer ID Number:_____

Date: _____

IF AGREEMENT IS EMAILED:

(FISCAL SPONSOR SHORT NAME) and Contractor agree that this Agreement will be considered signed when the signature of a party is delivered by email. Signatures transmitted by email shall have the same effect as original signatures.

Exhibit A – SCOPE OF WORK

PROJECT DESCRIPTION:

The (FISCAL SPONSOR NAME) is contracting with the Contractor on behalf of the John Day Basin Partnership "Partnership". The Partnership is a diverse group of 23 basin stakeholders whose function is to build and implement a basinwide strategic action plan (SAP) that can bring in additional funding to support more high quality ridgetop-to-ridgetop watershed restoration projects in the Partnership.

As a signed member of the Partnership's Memorandum of Understanding, the Contractor will be provided financial reimbursement by the (FISCAL SPONSOR SHORT NAME) for actively participating in the formulation of the Partnership's SAP, in accordance with (GRANT NAME). The services to be provided by the Contractor for reimbursement will include (SHORT DESCRIPTION OF SERVICES).

A. SERVICES

Upon execution of this Agreement, the Contractor shall perform the tasks described below and provide all defined Deliverable(s) to the (FISCAL SPONSOR NAME) by the specified due date.

A.1 Contractor shall perform the following tasks.

(INSERT TASK LIST)

During the term of this Agreement these services will be provided the Contractor in accordance with the schedule collaboratively developed on an ongoing basis by the (FISCAL SPONSOR SHORT NAME) and the Partnership Steering Committee.

A.2 Deliverables

The following deliverable(s) shall be provided by the Contractor and delivered to the (FISCAL SPONSOR SHORT NAME):

(INSERT DELIVERABLES LIST)

B. COMPENSATION

B.1 (FISCAL SPONSOR SHORT NAME) **shall compensate the Contractor for the performance of Services set forth in Section A, as follows:**

B.1.1 The maximum, not-to-exceed compensation payable to a Contractor for performance of the Services, which includes any allowable expenses and designated pre-award costs, is (INSERT AMOUNT).

B.2 Contractor shall be reimbursed for the performance of Services set forth in Section A, as follows:

B.2.1 Contractor shall be reimbursed for actual Services performed, set forth and exclusive to

Section A and in accordance with the labor cost rates designated in the Budget Estimate (Exhibit B).

B.3 Contractor shall be compensated for Allowable Expenses associated with performance of Services set forth in Section A as follows:

B.3.1 Contractor shall be reimbursed for actual Allowable Expenses incurred during the performance of Services set forth and exclusive to Section A, limited to the following items.

- Staff travel time while in transit to and from meeting locations.
- Vehicle mileage.
- Per Diem for meals and lodging.

Contractor mileage and Per Diem costs associated with attending designated meetings of the John Day Basin Partnership that are located less than 20 miles from the contractor's designated base of operations are not considered Allowable Expenses. Mileage and Per Diem reimbursement will be awarded in accordance with Oregon Watershed Enhancement Board Travel Reimbursement / Allowance Guidelines.

B.4 Contractor shall be compensated for Pre-Award Costs associated with performance of Services set forth in Section A as follows:

B.4.1 Contractor shall be reimbursed for actual Services performed, set forth and exclusive to Section A and in accordance with the labor cost rates designated in the Budget Estimate (Exhibit B), during the time period between January 26, 2016 and the Effective Date of this Agreement.

Exhibit B – ESTIMATED BUDGET

"INSERT PROPOSER'S BUDGET ESTIMATE FORM"

Exhibit C – INVOICE TEMPLATE

INVOICE

CONTRACTOR'S NAME
ADDRESS
CITY, ST ZIP

DATE:
INVOICE NUMBER:
INVOICE AMOUNT:
AGREEMENT NUMBER:
PERFORMANCE PERIOD:
PROJECT NAME: JOHN DAY BASIN PARTNERSHIP OWEB FOCUSED INVESTMENT PROGRAM GRANT - RFP

ISSUED TO: GRANT SOIL AND WATER CONSERVATION DISTRICT
ATTENTION: JASON KEHRBERG, DISTRICT MANAGER
721 SOUTH CANYON BOULEVARD
JOHN DAY, OR 97845

LABOR TABULATION

DESCRIPTION OF SERVICES PERFORMED	STAFF POSITION	LABOR RATE	LABOR HOURS	TOTALS
TASK 1				
				$ -
				$ -
				$ -
				$ -
			TASK 1 SUBTOTAL =	$ -
TASK 2				
				$ -
				$ -
				$ -
				$ -
			TASK 2 SUBTOTAL =	$ -
TASK 3				
				$ -
				$ -
				$ -
				$ -
			TASK 3 SUBTOTAL =	$ -
TASK 4				
				$ -
				$ -
				$ -
				$ -
			TASK 4 SUBTOTAL =	$ -
TASK 5				
				$ -
				$ -
				$ -
				$ -
			TASK 5 SUBTOTAL =	$ -
			TOTAL LABOR =	$ -

MILEAGE TABULATION

DEPARTURE AND DESTINATION LOCATIONS	TRAVEL DATE	TRAVEL DISTANCE (MILES)	MILEAGE RATE	TOTALS
			$0.54	$ -
				$ -
				$ -
			TOTAL MILEAGE =	$ -

PER DIEM TABULATION

DEPARTURE AND DESTINATION LOCATIONS	CONTRACTOR'S REGULAR WORK SCHDULE	DEPARTURE TIME/DATE	ARRIVAL TIME/DATE	TOTALS
			TOTAL PER DIEM =	$ -

TOTAL AMOUNT DUE = $ -

I, the undersigned, hereby certify that the above invoice is true and correct, and the payment therefore, has not been received.

Signed: _____

TOTAL PAYMENTS PREVIOUSLY INVOICED = $ -
TOTAL AGREEMENT BUDGET = $ 5,000.00
CURRENT BUDGET BALANCE = $ 5,000.00
PERCENT OF PROJECT COMPLETE = 0%

Attachment G

Example RFP for Non-Capital Projects

NOTICE FOF REQUEST FOR PROPOSALS (RFP)

FOR

IMPLEMENTATION OF THE JOHN DAY BASIN PARTNERSHIP
OWEB FOCUSED INVESTMENT PROGRAM GRANT

Date of Issuance:……. June 20, 2016

Proposal Due Date & Time:…….…… June, 30, 2016

Estimated Proposal Evaluation Period:…… July 1 – July 8, 2016

Tentative Date to Select Contractors:……..… July 11, 2016

PROPOSAL CONTACT

Jason Kehrberg

PROPOSAL SUBMITTAL ADDRESS

Grant Soil & Water Conservation District
721 S. Canyon Boulevard
John Day, Oregon 97845

COVER PAGE

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SECTION 1 – INTRODUCTION

The Grant Soil & Water Conservation District ("Grant SWCD") is coordinating this Request for Proposals ("RFP") on behalf of the John Day Basin Partnership "Partnership". The Partnership is a diverse group of 23 basin stakeholders whose function is to build and implement a basinwide strategic action plan that can bring in additional funding to support more high quality ridgetop-to-ridgetop watershed restoration projects in the Partnership. This RFP is seeking partners that have signed the Partnership Memorandum of Understanding to assist in the implementation Oregon Watershed Enhancement Board Focused Investment Program Grant #216-8300-12539 ("OWEB grant"). Selected Proposers will be offered the opportunity to receive financial compensation for performing tasks and incurred expenses associated with the Scope of Work outlined in Section 3. The Grant SWCD anticipates distributing financial awards to ten Partnership Members through this RFP process.

The OWEB grant is issued to the Grant SWCD as both the Grantee and Payee, with the Confederated Tribes of the Warm Springs designated as the Project Manager, acting as a representative of the Partnership Steering Committee. Reserving reasonable protections to address their financial liability as the Grantee, the Partnership Steering Committee will create the policies from which the Grant SWCD will administer the associated OWEB grant activities. This RFP and associated contract forms have been developed by the Grant SWCD in consultation with the Partnership Steering Committee. All contracts resulting from this RFP will be exclusively between the Proposer and the Grant SWCD.

SECTION 2 - ELIGIBILITY

Only organizations that have officially signed the Partnership's Memorandum of Understanding are eligible to respond to this RFP.

SECTION 3 – SCOPE OF WORK

3.1 Contractor Services and Responsibilities

The tasks listed below are expected to be performed by the Contractor. The time estimates are provided for informational purposes to assist in budget preparation. Individual proposals may differ from these estimates if reasoning is provided in the proposal.

Task 1 - Attend and participate in full member meetings of the John Day Basin Partnership. Time Estimate: 5 meetings @ 8 hours each = 40 hours total.
Task 2 - Attend and participate in working group meetings in the John Day River Subbasin where the contractor operates. Time Estimate: 5 meeting @ 6 hours each = 30 hours total.
Task 3 - Review all new Partnership documents (including, but not limited to, meetings notes, governance materials, communications pieces, and fundraising materials) and offer verbal and/or written comments as appropriate. Time Estimate: 20 hours total.
Task 4 - Assist in the conception and writing of the John Day Basin Partnership's Strategic Action Plan (SAP). Time Estimate: 20 hours total.
Task 5 - Compose a one page narrative summary report, describing the services performed by the contractor and referencing any resulting individual products and/or accomplishments completed under the Agreement. Time Estimate: 2 hours total.

These services will be offered in accordance with the schedule collaboratively developed on an ongoing basis by the Grant SWCD and the Partnership Steering Committee.

3.1.1 Deliverables

The following deliverable(s) shall be provided by the Contractor and delivered to the Grant SWCD:

1) A one page narrative summary report shall be delivered by email to Grant SWCD Contact Person. Report shall be provided in the form of a single PDF file.

3.2 Compensation

The maximum, not-to-exceed compensation payable to a Contractor for performance of the Scope of Work, which includes any allowable expenses and designated pre-award costs, is **$5,000.00**. Payment of invoices for work performed will not be made more frequently than a quarterly basis.

3.2.1 Allowable Expenses

Allowable expenses shall be limited to the following items exclusive to a Contractor's travel costs associated with attending designated meetings of the John Day Basin Partnership, excluding mileage and per diem for travel distances of less than 20 miles from the contractor's designated base of operations. Mileage and per diem reimbursement will be awarded in accordance with **Attachment #2**, Oregon Watershed Enhancement Board Travel Reimbursement / Allowance Guidelines (Oct. 1, 2015 – Sept. 30, 2016).

- Staff travel time while in transit to and from meeting locations.
- Vehicle mileage.
- Per Diem for meals and lodging.

3.2.1 Pre-award Costs

Contractors may invoice for services and expenses incurred prior to the award of a Contract, for the period extending back from the date a Contract is awarded through January 26, 2016. All pre-award expenditures are made at the Proposer's own risk.

A Proposer's authority to incur pre-award costs does not impose an obligation on the Grant SWCD:

2) if an award is not subsequently made;
3) if an award is made for lesser that the Contractor anticipated; or
4) in the absence of program funding authority.

SECTION 4 - RESERVATION OF RIGHTS

The Grant SWCD reserves all rights regarding this RFP including, without limitation, the right to:

4.1 Cancel the solicitation, or reject in whole or in part, any or all Proposals when the cancellation or rejection is in the best interest of the contracting agency as determined by the Grant SWCD, in accordance with ORS 279B.100, and in consultation with the Partnership Steering Committee;

4.2 Modify the proposed time line for the solicitation process for this RFP with appropriate notice to prospective Proposers. The proposed dates represent a tentative schedule of events. All times are local (Pacific) times;

4.3 Waive any minor irregularity, informality, or non-conformance with the provisions or procedures of this RFP, and to seek clarification of each Proposal, if required;

4.4 Reject any Proposal that fails to substantially comply with all prescribed RFP procedures and requirements including the alteration of forms required to be submitted as part of the response;

4.5 Amend, within the Scope of Work, any agreements that are a result of this RFP;

4.6 Engage contractors by selection or procurement independent of this RFP and/or any contracts under it;

4.7 Negotiate with the successful Proposer to develop a Statement of Work within the Scope of Work described in this RFP;

4.8 Enter into direct negotiations with a Proposer without evaluation of Scored Evaluation Components if there is only one Proposal to this solicitation and that Proposal is judged responsive to this solicitation;

4.9 Reject Proposals that are deemed illegible or too difficult to read; and

4.10 Reject Proposals considered by the Grant SWCD, in consultation with the Partnership, to be non-responsive to this solicitation.

SECTION 5 - PROPOSAL FORMAT

To simplify and expedite Proposal evaluation and to ensure that each Proposal receives the same orderly review, all Proposals must follow the format described in this Section.

5.1 Proposals must be in the form of a Proposal "package" including the proposal narrative section (maximum of 3 pages) and budget estimate (one page) totaling no more than 4 pages.

5.2 Proposals must be exclusively submitted by E-mail. Submittals shall be provided in the form of one PDF file that does not exceed 5MB size.

5.3 <u>Proposals shall be include the following mandatory items</u>.

1) **A narrative proposal no more than 3 pages in length that describes the proposer's:**

   (a) staff that will be executing the work described in this RFP;

(b) staff and entity qualifications, including demonstrated experience and success in collaborative project management, watershed restoration, working landscapes, and/or cooperative planning involving numerous parties and stakeholders;

(c) demonstration of commitment to the mission and vision of the Partnership and requirements of the OWEB grant; and

(d) how the tasks called for in the RFP will be carried out.

5) A one page budget estimate for the performing the Scope of Work tasks and qualified expenses shown in this RFP for the period covered. Budgets shall be presented on the enclosed Budget Estimate Form, Attachment #1. The Excel spreadsheet file containing the Budget Estimate Form format will be provided to proposers to expedite the composition of the proposer's estimated proposal budget.

SECTION 6 – GRANT SWCD CONTACT PERSON AND PROPOSAL DELIVERY INSTRUCTIONS

6.1 Grant SWCD Contact Person

All contact regarding this RFP must be directed to the Grant SWCD Contact Person identified below.

Grant SWCD Contact:	Jason Kehrberg
Phone:	(541) 575-0135 ext. 110
E-mail:	jkehrberg@ortelco.net

6.2 Proposal Delivery

The Proposal must be submitted via email to jkehrberg@ortelco.net, including the subject line "Implementation of John Day Basin Partnership FIP,". **PROPOSERS ARE ENCOURAGED TO CONFIRM DELIVERY WITH THE CONTACT PERSON PRIOR TO PROPOSAL DUE DATE.**

PROPOSALS MUST BE RECEIVED NO LATER THAN THE PROPOSAL DUE DATE SPECIFIED ON THE COVER PAGE. LATE PROPOSALS WILL NOT BE ACCEPTED.

SECTION 7 - ACCEPTANCE OF TERMS AND CONDITIONS

The Proposal is an offer to enter into an agreement that, if accepted for award by the Grant SWCD, in consultation with the Partnership Steering Committee, will result in an agreement substantially in the form attached hereto as **Attachment #3**. A Proposer shall not make a Proposal contingent upon the acceptance of specifications or agreement terms that conflict with or are in addition to those contained in the RFP. Questions, including requests for explanations of the meaning or interpretation of provisions of the RFP should be directed to Jason Kehrberg at Grant SWCD. E-mails (including Proposer's return information) are acceptable.

SECTION 8 - PROPOSAL EVALUATION CRITERIA

This section of the RFP identifies areas that the Partnership Steering Committee and Grant SWCD have jointly determined are necessary to evaluate whether the proposer can successfully accomplish the

services covered by this RFP. Proposals shall fully and clearly address each of the areas identified Section 5.3. Proposer's failure to comply with the instructions or submittal of an incomplete Proposal may result in Proposal being deemed non-responsive, except that the Grant SWCD reserves the right to waive minor irregularities.

The Proposer shall be judged based on the following criteria:

1) Proposal Components (pass/fail): Proposal will be rejected if the Proposer is not a signatory on the Partnership's Memorandum of Understanding or if Proposal does not contain the mandatory information identified in Section 5.3.
2) Proposal Suitability (up to 50 points): Quality and clarity of the approach that will be used to successfully complete the Scope of Work described in Section 3.
3) Demonstrated Experience and Success (up to 50 points): Staff expertise, qualifications, and past performance as they apply to the Scope of work requested in Section 3.
4) Commitment to the Partnership (up to 25 points): Confirmed attendance and participation levels in Partnership meetings, including working group meetings and any associated support services.
5) Cost and Value (up to 25 points): Assessment of budget and expense costs considering the estimated amount of services requested, industry standards/market rates, and the experience of reviewers.

SECTION 9 - PROPOSAL OPENING

Proposals will be opened at the Proposal delivery location, and at the time the Proposals are due as specified on the cover page of this RFP. Grant SWCD shall make available the identity of all Proposers after the opening of the Proposals; and Proposals will be available for inspection at the specified delivery location after the Notice of Intent to Award an agreement is issued. No information shall be given to any Proposer relative to their standing with other Proposers during the RFP process until a Notice of Intent to Award has been issued.

SECTION 10 - PROPOSAL EVALUATION PROCESS

The Grant SWCD will conduct an evaluation of the responses received to this solicitation. A *Funding Evaluation Committee* made up of the Grant SWCD and at least four (4) other members of the Partnership will be established to evaluate and score Proposals. Any attempt by a Proposer to improperly influence a member of the Evaluation Committee during the Proposal review and evaluation process will result in the elimination of that Proposer's Proposal from consideration.

The evaluation of the responses will be conducted in three phases:

Phase 1: Evaluation of Mandatory Proposal Components
Phase 2: Evaluation of Scored Proposal Components
Phase 3: Ranking of Proposals

10.1 Evaluation of Mandatory (pass/fail) Proposal Components

The purpose of this phase is to determine if the Proposal meets the Mandatory Proposal requirements listed in Section 5.3. Proposals will be reviewed by the Grant SWCD Contracts Administrator to

determine if they are complete. Complete Proposals will be forwarded to the Evaluation Committee for evaluation and scoring.

10.2 Evaluation of Scored Proposal Components

Proposals will be scored according to how well the Proposer responds to each of the criteria described in Section 8. Each member of the Evaluation Committee will evaluate each Proposal. Points given by each evaluator will be summed and divided by the number of evaluators to compute an average performance score for each Proposal. Note that all evaluation and scoring, including that prepared by the Grant SWCD, shall carry equal weight.

Possible points scored evaluation criteria:

50 Proposal Suitability
50 Demonstrated Experience and Success
25 Partnership Commitment
25 Cost and Value
_____
150 Total Maximum Points Possible

10.3 Ranking of Proposals

The average performance score awarded to each Scored Proposal Component by the Evaluation Committee will be added together to determine its total final score and the ranking of each Proposal. Scored Proposals will be ranked in sequence for the highest score to the lowest score.

SECTION 11 - PROPOSER SELECTION AND AGREEMENT AWARD

Subject to the provisions of Section 4 and other applicable law, the final selection of Proposals will be made based upon the Proposal's final score ranking. Any resulting funding awards will be distributed in in sequence of the Proposal's score ranking from highest to lowest. The Grant SWCD anticipates awarding 10 funding agreement through this RFP process.

The Grant SWCD will notify the apparent successful Proposers ("Notice of Award") and request that the apparent successful Proposer sign an agreement in substantially the form set forth as **Attachment #3** of this RFP. If the apparent successful Proposer is not able to execute the agreement offered within ten (10) business days of Apparent Successful Proposer's receipt of the agreement, or such later date as the Grant SWCD may authorize, the Grant SWCD may make another selection. If all Proposals are rejected, all Proposers will be promptly notified.

SECTION 12 - INSURANCE REQUIREMENTS

Contractor will be responsible for any and all acts, omissions, or negligence of its own officers, employees and agents. The Grant SWCD is responsible to the extent permitted by the Oregon Tort Claims Act (ORS 30.260 - 30.300) only for the acts, omissions, or negligence of its own officers, employees, or agents.

During the term of any agreement which may result from this RFP, Contractor shall maintain in force, at its own expense, each insurance noted below. The agreement will not be executed, and the Grant SWCD will not issue a "Notice to Proceed", until acceptable proof of all required coverage is received.

The insurance requirements listed below are consistent with those already held by SWCDs in Oregon and in line with the level of insurance routinely required by funding entities.

12.1 Workers' Compensation

All employers, including Contractor, that employ subject workers who work under this agreement 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. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage. Contractor shall ensure that each of its Subcontractors complies with these requirements and shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

12.2 General Liability

General Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this agreement, Liability Insurance covering any negligent acts related to the services to be provided under this agreement in a form and with coverages that are satisfactory to the Grant SWCD. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this agreement (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis. Contractor shall provide proof of insurance of not less than $1,000,000 per each occurrence limit.

12.3 Automobile Liability

Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this agreement, Automobile Liability Insurance covering owned, non-owned and/or hired vehicles, as applicable. The coverage may be written in combination with the General Liability Insurance, and shall be issued on an occurrence basis. Contractor shall provide proof of insurance of not less than $1,000,000 per each occurrence limit.

12.4 Excess/Umbrella Insurance

Excess/Umbrella Insurance: A combination of primary and excess/umbrella insurance is acceptable to meet the minimum coverage requirements for General Liability and Automobile Liability Insurance. In such case, the insurance certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is "The Excess/Umbrella policy is excess over primary Commercial General Liability and primary Automobile Liability Insurance."

12.5 Additional Insured

Additional Insured: The liability insurance coverage, except Professional Liability if included, required for performance of this agreement shall name the Grant Soil and Water Conservation District, as additional insureds but only with respect to the Contractor's activities to be performed under this agreement.

12.6 Certificate(s) of Insurance

Certificate(s) of Insurance: As evidence of the insurance coverage required by this agreement, the Contractor shall furnish certificate(s) of insurance to the Grant SWCD prior to execution of the agreement. The certificate(s) will specify all of the parties who are Additional Insureds or Loss Payees. Insurance coverage required under this agreement shall be obtained from insurance companies or entities acceptable to the Grant SWCD that are allowed to provide such insurance under Oregon law. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any. The Contractor shall immediately notify Grant SWCD of any change in insurance coverage.

The apparent successful Proposer will provide all required proofs of insurance to the Grant SWCD within ten (10) business days of notification of Intent to Award. Failure to present the required documents within ten (10) business days may be grounds for bid rejection. An agreement will not be executed until acceptable proof of all required coverage is received.

SECTION 13 - NO CONTRACTUAL OBLIGATION

All Proposers who submit a Proposal in response to this RFP understand, acknowledge and agree that the Grant SWCD is not obligated thereby to enter into any agreement or contract with any Proposer. Grant SWCD reserves the right to accept or reject any or all Proposals associated with this RFP.

SECTION 14 - ANTICIPATED CONTRACT AMENDMENTS

The agreement, if any, resulting from this RFP may be amended as needed for additional work to meet the Grant SWCD's continued need for Services as described within the Scope of Work of this RFP. The Grant SWCD will directly negotiate with Contractor to finalize the details and costs of the amendment(s).

ATTACHMENT #1

ESTIMATED BUDGET FORM

"IMPLEMENTATION OF THE JOHN DAY BASIN PARTNERSHIP OWEB FOCUSED INVESTMENT PROGRAM GRANT"

IMPLEMENTATION OF THE JOHN DAY BASIN PARTNERSHIP
OWEB FOCUSED INVESTMENT PROGRAM GRANT
REQUEST FOR PROPOSALS
BUDGET ESTIMATE FORM

INSTRUCTIONS: Please fill in the shaded sections with the information and quantities that apply to your oreganziation. Utilize the presented estimated task hours to distribute and caluculate your organization's anticpated labor costs and travel expenses. The defined labor rates will used to govern assoicated reimbursement distributions for labor performed under this Request for Proposals. Reimbursement payments will only be issued for the actual services provided and allowable expenses incurred while performing the Tasks describes below.

NOTE: Budget estimates may fall below or above the designated $5,000.00 compensation limit of this Request for Proposals.

CONTRACTOR'S NAME:	Example: Acme Conservation District
CONTRACTOR'S CONTACT PERSON:	Example: John Doe
TASK 1	Attend and participate in all full member meetings of the John Day Basin Partnership. Estimate 6 meetings @ 8 Hrs. = 48 Hrs.
TASK 2	Attend and participate in all working group meetings in the John Day River Subbasin where the contractor operates. Estimate: 6 Meetings @ 4 Hrs. = 24 Hrs.
TASK 3	Review all new Partnership documents (including, but not limited to, meetings notes, governance materials, communications pieces, and fundraising materials) and offer verbal and/or written comments as appropriate. Estimate: 20 Hrs.
TASK 4	Assist in the conception and writing of the John Day Basin Partnership's Strategic Action Plan (SAP). Estimate: 20 Hrs.
TASK 5	Compose a one page narrative summary report, describing the services performed by the contractor and referencing any resulting individual products and/or accomplishments completed under the Agreement.. Estimate: 2 Hrs.

STAFF POSITION	TASK 1 Est. Hours = 48	TASK 2 Est. Hours = 24	TASK 3 Est. Hrs. = 20	TASK 4 Est. Hrs. = 20	TASK 5 Est. Hrs. = 2	Total Estimated Labor Hours For Each Staff	Labor Cost	
	Estimated Staff Labor Hours	Estimated Staff Labor Hours	Estimated Staff Labor Hours	Estimated Staff Labor Hours	Estimated Staff Labor Hours		Labor Cost Per Hour	Totals
Example: District Manager	24	12	10	10	2	58	$ 40.00	$ 2,320.00
Example: Conservation Technician	24	12	10	10	0	56	$ 30.00	$ 1,680.00
						0	$ -	$ -
						0	$ -	$ -
TOTAL	48	24	20	20	2			
Anticipated Task Completion Date	November 2017	November 2017	November 2017	November 2017	November 2017			
							TOTAL ESTIMATED LABOR COST =	$ 4,000.00

MILEAGE CALCULATION ESTIMATE

Round Trip Distance (Miles) = 0 Number of Trips = 0 Total Miles = 0

Mileage Rate = $0.54 Per Mile

TOTAL ESTIMATED MILEAGE COST = $ -

PER DIEM CALCUALTION ESTIMATE

Days = 0 Lodging Rate = $89.00 Meals Cost = $51.00

TOTAL ESTIMATED PER DIEM = $ -

TOTAL ESTIMATED BUDGET = $4,000.00

ATTACHMENT #2

OWEB TRAVEL REIMBURSEMENT GUIDELINES

"IMPLEMENTATION OF THE JOHN DAY BASIN PARTNERSHIP OWEB FOCUSED INVESTMENT PROGRAM GRANT"

OREGON WATERSHED ENHANCEMENT BOARD
TRAVEL REIMBURSEMENT / ALLOWANCE GUIDELINES
Lodging and Meal Rates are Effective OCTOBER 1, 2015 – SEPTEMBER 30, 2016

Standard Rates Rates do not include tax	**Lodging / Meals** 89.00 / 51.00 plus tax
COUNTIES WITH HIGHER RATES	**Lodging / Meals**
Washington	119.00 / 59.00
Deschutes (9/1 – 6/30)	102.00 / 59.00
Deschutes (7/1 – 8/31)	130.00 / 59.00
Clackamas	102.00 / 59.00
Lane	106.00 / 59.00
Lincoln (9/1 – 6/30)	98.00 / 59.00
Lincoln (7/1 – 8/31)	125.00 / 59.00
Multnomah	151.00 / 64.00
Clatsop (9/1 – 6/30)	105.00 / 69.00
Clatsop (7/1 – 8/31)	156.00 / 69.00
	plus tax
Non-Commercial Lodging Rate	25.00
Mileage Rates	January 01, 2016 through current = .54/mile January 1, 2015 through Dec. 31, 2015 = .575/mile January 1, 2014 through Dec. 31, 2014 = .56/mile January 1, 2013 through Dec. 31, 2013 = .565/mile April 17, 2012 through Dec. 31, 2012 = .555/mile For Past Rates http://www.gsa.gov/mileage
DAY Travel – Lunch not allowed Allowable Per Diem Breakfast (25%) Dinner (50%)	 Leave 2 hours before work schedule Arrive 2 hours after work schedule
OVERNIGHT Travel Allowable Per Diem (Departure): 100% 75% 50% 25% Allowable Per Diem (Arrival): 25% 50% 75% 100%	 Leave on or before - 6:00 AM Leave on or before - 12:00 Noon Leave on or before - 6:00 PM Leave after - 6:00 PM Arrive Prior to - 6:00 AM Arrive on or Prior to - 12:00 Noon Arrive on or Prior to - 6:00 PM Arrive After - 6:00 PM
Out-of State Travel rates may be located on the Internet at the following website: http://www.gsa.gov/perdiem	

\\poppy.wrd.state.or.us\oweb\users\oweb\Forms\5 - TRAVEL\2015 - CURRENT FORMS\travel_summary_January2016.doc

ATTACHMENT #3

SAMPLE AGREEMENT FORM

"IMPLEMENTATION OF THE JOHN DAY BASIN PARTNERSHIP OWEB FOCUSED INVESTMENT PROGRAM GRANT"

INDEPENDENT CONTRACTOR AGREEMENT

INDEPENDENT CONTRACTOR AGREEMENT NUMBER – [AGREEMENT NUMBER]

1. PARTIES

The Parties to this Independent Contractor Agreement are:

C. Grant Soil and Water Conservation District, hereafter referred to as "Grant SWCD".

D. (CONTRACTOR NAME), hereafter referred to as "Contractor".

2. PURPOSE

C. The purpose of this Independent Contractor Agreement (the "Agreement") is to formalize the relationship between the Grant SWCD, as the Grantee and Payee for the John Day Basin Partnership, and the Contractor in completing tasks associated with the performance of Oregon Watershed Enhancement Board Grant #216-8300-12539 (Attachment #1).

3. EFFECTIVE DATE AND DURATION

A. Effective Date: This Agreement shall commence on the date of its full execution by both Parties.
D. Expiration Date: Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when the Grant SWCD accepts the Contractor's complete performance of the tasks defined in the Scope of Work (Exhibit A) or on [DATE], whichever occurs earlier.

4. REPRESENTATIVES

Grant SWCD's authorized representative is:

Jason Kehrberg
District Manager
Grant Soil and Water Conservation District
721 S. Canyon Blvd.
John Day, OR 97845
(541) 575-0135 ext. 110
jkehrberg@oretelco.net

Contractor's authorized representative is:

(AUTHORIZED REPRESENTATIVE)
(ORGANIZAITON NAME)
(ADDRESS)
(PHONE NUMBER)
(EMAIL)

5. EXECUTION OF THIS AGREEMENT

Execution of this Agreement by authorized officers constitutes the entire Agreement between the Grant SWCD and Contractor. This Agreement incorporates the following forms by reference.

- Exhibit A – Scope of Work
- Exhibit B – Estimated Budget
- Exhibit C – Invoice Template
- Other Attachment(s) –
  1) Oregon Watershed Enhancement Board Grant #216-8300-12539
  2) Request for Proposals - Implementation of The John Day Basin Partnership OWEB Focused Investment Program Grant
  3) Internal Revenue Service W-9 Form - *Request for Taxpayer Identification Number and Certification*

6. SCOPE OF WORK

Contractor shall perform the work tasks, including delivery of all work product(s), as set forth in Exhibit A – Scope of Work ("Services"). Contractor shall perform the Services in accordance with the terms and conditions of this Agreement and all incorporated references.

7. COMPENSATION

Grant SWCD shall compensate the Contractor for the performance of Services, Allowable Expenses, and Pre-award Costs as set forth in Exhibits A and B. The maximum, not-to-exceed compensation payable to Contractor under this Agreement, is **Five-Thousand Dollars ($5000.00).** Grant SWCD will not pay Contractor any amount in excess of the not-to-exceed compensation of this Agreement for completing the Services, and will not pay for Services performed after the termination of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before Contractor performs the Services subject to the amendment. Grant SWCD will pay only for actual Services performed.

Contractor shall submit to the Grant SWCD a completed Internal Revenue Service W-9 Form - *Request for Taxpayer Identification Number and Certification*. No reimbursement payments will be issued to the Contractor under this Agreement until a certified W-9 Form is provided to the Grant SWCD.

8. INVOICES

Payment of Contractor invoices for Services performed will not be made more frequently than on a quarterly basis. Invoices shall be submitted on, or before, the 20th day of the month following the close

of the quarter after the period the Services were performed to qualify for payment processing for the associated quarter. Contractor is not required to submit an invoice each quarter.

The final Contractor invoice shall be submitted to the Grant SWCD no later than thirty (30) days after the completion of the Agreement term.

To be processed by the Grant SWCD, each Contractor invoice shall be submitted in the form of the attached invoice template (Exhibit C) and include all specified information to qualify for payment processing. Contractor shall require any subcontractors paid with associated Agreement funds to provide a written invoice containing the requested information contained in the template and make copies of such invoices available to Grant SWCD upon request.

Payment to the Contractor will be made within thirty (30) days following approval of the invoice by Grant SWCD. If there are problems with the invoice submitted by the Contractor, the Grant SWCD will notify the Contractor regarding those concerns. Grant SWCD shall have the right to reject any invoice which does not have the proper information as required by this section without incurring penalty liabilities for late payment.

9. REPORTING

No later than thirty (30) days after the completion of the Agreement term, Contractor shall submit to the Grant SWCD a final one page summary report, describing the work performed by the Contractor and referencing any resulting individual products and/or accomplishments completed under this Agreement.

10. RESTRICTIONS

Contractor shall not use any portion of funds from this contract to influence legislation within the meaning of the Internal Revenue Code (IRC) Section 501(c)(3).

11. INDEPENDENT CONTRACTOR STATUS

Contractor shall perform all Work as an independent contractor. Contractor's employees or contract personnel are not Grant SWCD's employees. Contractor and Grant SWCD agree to the following rights consistent with an independent contractor relationship.

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- Contractor has the right to perform the services required by this Agreement at any place, location, or time.
- Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
- Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- The Contractor or Contractor's employees or contract personnel shall perform the services

required by this Agreement; Grant SWCD shall not hire, supervise, or pay any assistants to help Contractor.

- Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Grant SWCD in the skills necessary to perform the services required by this Agreement.
- Grant SWCD shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

12. CONTRACTOR'S AUTHORITY

Contractor is not granted the authority to represent Grant SWCD, and Contractor understands that it is not an officer, employee, or agent of Grant SWCD.

13. NO PARTNERSHIP

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts or agreements on Grant SWCD's behalf.

14. CONTRACTORS REPRESENTATION AND WARRANTIES

Contractor represents and warrants to Grant SWCD:

(1) Contractor has the power and authority to enter into and perform this Agreement;
(2) this Agreement, when executed and delivered, shall be a valid and binding obligation of the Contractor enforceable in accordance with its terms;
(3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with the standards prevalent in Contractor's industry, trade or profession; and
(4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.

15. PUBLIC INFORMATION

All designs, creations, improvements, original works of authorship, formulas, processes, know-how, techniques, inventions, and all other tangible or intangible items and all intellectual property rights therein created by the Contractor pursuant to the Work, including derivative works and compilations, shall be considered a matter of public record.

16. STATE AND FEDERAL TAXES

Contractor is responsible for paying all state, federal, worker's compensation, unemployment, and other appropriate taxes.

17. STATE TORT CLAIMS ACT

Contractor is responsible for any and all acts, omissions, or negligence of its own officers, employees and agents. The Grant SWCD is responsible to the extent permitted by the Oregon Tort Claims Act (ORS 30.260 - 30.300) only for the acts, omissions, or negligence of its own officers, employees, or agents. Contractor and its officers, employees, agents, subcontractors, or volunteers are not considered "officers, employees, or agents" of the State of Oregon as those terms are used in ORS 30.265.

18. INSURANCE

Grant SWCD shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain at Contractor's expense the insurance specified below prior to performing services under this Agreement and shall maintain it in full force and at its own expense throughout the duration this Agreement and all warranty periods. Contractor shall obtain insurance coverages from insurance companies or entities that are authorized to transact the business of insurance and issue coverages in Oregon and that are acceptable to the Grant SWCD. As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish Certificate(s) of Insurance to the Grant SWCD prior to performing any services under this Agreement, naming the Grant SWCD as an additional insured.

Required Insurance:

- Workers' Compensation: All employers, including the Contractor, that employ subject workers who work under this Agreement 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.
- General Liability Insurance: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, Liability Insurance covering any negligent acts related to the services to be provided under this Agreement. Contractor shall provide proof of insurance of not less than $1,000,000 per each occurrence limit.
- Automobile Liability Insurance: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, Automobile Liability Insurance covering owned, non-owned and/or hired vehicles, as applicable. Contractor shall provide proof of insurance of not less than $1,000,000 per each occurrence limit.

19. INDEMNITY

Contractor shall indemnify and hold Grant SWCD harmless against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever or liability arising from performing services under this Agreement.

20. TERMINATING THE AGREEMENT

The Grant SWCD or Contractor may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other Party. The Contractor shall, upon receipt or issuance of a notice of termination, refrain from incurring any further costs under this Agreement, provide all associated work items or deliverables to the Grant SWCD, and issue a final invoice to Grant SWCD for any accrued work time. Grant SWCD shall remit payment to the Contractor within thirty (30) days of receipt of the final invoice.

20. AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement signed by authorized representatives of the Parties.

21. NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- When delivered personally to the recipient's address as stated on this Agreement
- Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- When sent by email to the last mail address of the recipient known to the person giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

22. GOVERNING LAW

This Agreement will be governed by the laws of the State of Oregon.

23. RESOLVING DISPUTES

In the event of a conflict regarding the terms of this Agreement, or if the Parties cannot agree to terminate this Agreement without serious conflict, they will enter into a mediated conflict resolution process with a third-party mediator chosen by both Parties. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the Parties.

If a resolution cannot be achieved through mediation, the Parties agree to submit to binding arbitration of their differences before a single arbitrator in accordance with the arbitration rules of the American Arbitration Association. This Cooperative Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any decision or award by an arbitrator shall be made in accordance with such laws.

24. ACCESS TO RECORDS

Grant SWCD shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of conducting record reviews, making audit examinations, excerpts, and transcripts.

25. COMPLIANCE WITH APPLICABLE LAW

Grant SWCD and Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be performed under this Cooperative Agreement.

26. SEVERABILITY

If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

[Signature page to follow]

28. SIGNATURES

In witness whereof, the parties have executed this Agreement in duplicate through their duly authorized officials as of the last date written below:

GRANT SWCD:

By: _____
Signature

Title: _____

Date: _____

CONTRACTOR:

By:_____
Signature

Title: _____

Taxpayer ID Number:_____

Date: _____

IF AGREEMENT IS EMAILED:

Grant SWCD and Contractor agree that this Agreement will be considered signed when the signature of a party is delivered by email. Signatures transmitted by email shall have the same effect as original signatures.

Exhibit A – SCOPE OF WORK

PROJECT DESCRIPTION:

The Grant Soil & Water Conservation District ("Grant SWCD") is contracting with the Contractor on behalf of the John Day Basin Partnership "Partnership". The Partnership is a diverse group of 23 basin stakeholders whose function is to build and implement a basinwide strategic action plan (SAP) that can bring in additional funding to support more high quality ridgetop-to-ridgetop watershed restoration projects in the Partnership.

As a signed member of the Partnership's Memorandum of Understanding, the Contractor will be provided financial reimbursement by the Grant SWCD for actively participating in the formulation of the Partnership's SAP, in accordance with Oregon Watershed Enhancement Board Focused Investment Program Grant #216-8300-12539 ("OWEB grant"). The services to be provided by the Contractor for reimbursement will include attending and participation in full member and work group meetings, reviewing draft and final SAP documents, conception and writing support of the SAP, and composition of summary report describing the Contractor services performed under this Agreement.

A. SERVICES

Upon execution of this Agreement, the Contractor shall perform the tasks described below and provide all defined Deliverable(s) to the Grant SWCD by the specified due date.

A.1 Contractor shall perform the following tasks.

Task 1 – Make every effort to attend and participate in all full member meetings of the John Day Basin Partnership.

Task 2 - Make every effort to attend and participate in all working group meetings in the John Day River Subbasin where the contractor operates.

Task 3 - Review all new Partnership documents (including, but not limited to, meetings notes, governance materials, communications pieces, and fundraising materials) and offer verbal and/or written comments as appropriate.

Task 4 - Assist in the conception and writing of the John Day Basin Partnership's Strategic Action Plan (SAP).

Task 5 - Compose a one page narrative summary report, describing the services performed by the contractor and referencing any resulting individual products and/or accomplishments completed under the Agreement.

During the term of this Agreement these services will be provided the Contractor in accordance with the schedule collaboratively developed on an ongoing basis by the Grant SWCD and the Partnership Steering Committee.

A.2 Deliverables

The following deliverable(s) shall be provided by the Contractor and delivered to the Grant SWCD:

1) A one page narrative summary report shall be delivered by email to the Grant SWCD Authorized Representative no later than 30 days after the expiration of the Agreement. Report shall be provided in the form of a single PDF file.

B. COMPENSATION

B.1 Grant SWCD shall compensate the Contractor for the performance of Services set forth in Section A, as follows:

B.1.1 The maximum, not-to-exceed compensation payable to a Contractor for performance of the Services, which includes any allowable expenses and designated pre-award costs, is **Five-Thousand Dollars (<u>$5,000.00)</u>**

B.2 Contractor shall be reimbursed for the performance of Services set forth in Section A, as follows:

B.2.1 Contractor shall be reimbursed for actual Services performed, set forth and exclusive to Section A and in accordance with the labor cost rates designated in the Budget Estimate (Exhibit B).

B.3 Contractor shall be compensated for Allowable Expenses associated with performance of Services set forth in Section A as follows:

B.3.1 Contractor shall be reimbursed for actual Allowable Expenses incurred during the performance of Services set forth and exclusive to Section A, limited to the following items.

- Staff travel time while in transit to and from meeting locations.
- Vehicle mileage.
- Per Diem for meals and lodging.

Contractor mileage and Per Diem costs associated with attending designated meetings of the John Day Basin Partnership that are located less than 20 miles from the contractor's designated base of operations are not considered Allowable Expenses. Mileage and Per Diem reimbursement will be awarded in accordance with Oregon Watershed Enhancement Board Travel Reimbursement / Allowance Guidelines.

B.4 Contractor shall be compensated for Pre-Award Costs associated with performance of Services set forth in Section A as follows:

B.4.1 Contractor shall be reimbursed for actual Services performed, set forth and exclusive to Section A and in accordance with the labor cost rates designated in the Budget Estimate (Exhibit B), during the time period between January 26, 2016 and the Effective Date of this Agreement.

Exhibit B – ESTIMATED BUDGET

"INSERT PROPOSER'S BUDGET ESTIMATE FORM"

Exhibit C – INVOICE TEMPLATE

INVOICE

CONTRACTOR'S NAME
ADDRESS
CITY, ST ZIP

DATE:
INVOICE NUMBER:
INVOICE AMOUNT:
AGREEMENT NUMBER:
PERFORMANCE PERIOD:
PROJECT NAME: JOHN DAY BASIN PARTNERSHIP OWEB FOCUSED INVESTMENT PROGRAM GRANT - RFP

ISSUED TO: GRANT SOIL AND WATER CONSERVATION DISTRICT
ATTENTION: JASON KEHRBERG, DISTRICT MANAGER
721 SOUTH CANYON BOULEVARD
JOHN DAY, OR 97845

LABOR TABULATION

DESCRIPTION OF SERVICES PERFORMED	STAFF POSITION	LABOR RATE	LABOR HOURS	TOTALS
TASK 1				
				$ -
				$ -
				$ -
				$ -
			TASK 1 SUBTOTAL =	$ -
TASK 2				
				$ -
				$ -
				$ -
				$ -
			TASK 2 SUBTOTAL =	$ -
TASK 3				
				$ -
				$ -
				$ -
				$ -
			TASK 3 SUBTOTAL =	$ -
TASK 4				
				$ -
				$ -
				$ -
				$ -
			TASK 4 SUBTOTAL =	$ -
TASK 5				
				$ -
				$ -
				$ -
				$ -
			TASK 5 SUBTOTAL =	$ -
			TOTAL LABOR =	$ -

MILEAGE TABULATION

DEPARTURE AND DESTINATION LOCATIONS	TRAVEL DATE	TRAVEL DISTANCE (MILES)	MILEAGE RATE	TOTALS
			$0.54	$ -
				$ -
				$ -
			TOTAL MILEAGE =	$ -

PER DIEM TABULATION

DEPARTURE AND DESTINATION LOCATIONS	CONTRACTOR'S REGULAR WORK SCHDULE	DEPARTURE TIME/DATE	ARRIVAL TIME/DATE	TOTALS
			TOTAL PER DIEM =	$ -
			TOTAL AMOUNT DUE =	$ -

I, the undersigned, hereby certify that the above invoice is true and correct, and the payment therefore, has not been received.

Signed: _____

TOTAL PAYMENTS PREVIOUSLY INVOICED =	$	-
TOTAL AGREEMENT BUDGET =	$	5,000.00
CURRENT BUDGET BALANCE =	$	5,000.00
PERCENT OF PROJECT COMPLETE =		0%

Attachment H

Partnership Capital Project Scoring Form

John Day Basin Partnership

Capital Project Scoring Form

Project Name:		
Project Applicant:		
Scored By:	**Date:**	

Criteria	Score		Points
1. Located in a high priority watershed identified in the strategic action plan.	Yes.	(20 points)	
	No.	(o points)	
Comments:			
2. Number of listed and/or focal species addressed and number of acres of habitat enhanced, created, or managed for species.	>1 species or >100 acres	(20 points)	
	1 species or <100 acres	(10 points)	
	No listed species impacted	(0 points)	
Comments:			
3. Matching funds.	100% match.	(15 points)	
	25%- <100% match.	(5 points)	
	No match.	(0 points)	
Comments:			

John Day Basin Partnership

Capital Project Scoring Form

Project Name:		
Project Applicant:		
Scored By:	**Date:**	

Criteria	Score		Points
4. Socioeconomic impact.	--Money paid to in-basin contractors, --Jobs supported by lands treated, --Acres restored, managed, or protected. --Acres of tribal trust lands impacted. --Number of basin citizens reached	(15 points)	
	No hard numbers. Best professional judgment estimate of short and long-term economic, social, cultural, aesthetic, and non-market impacts (explain below).	(5 points)	
	No numbers or qualitative impact.	(o points)	
Comments:			
5. Certainty of success--employs a proven technique with established design and performance standards approved for use by ODFW, BPA, NRCS, or NMFS, or similar.	Yes.	(10 points)	
	Unproven practice with relatively design and performance standards.	(5 points)	
	Untested practice without standards.	(0 points)	
Comments:			

John Day Basin Partnership

Capital Project Scoring Form

Project Name:		
Project Applicant:		
Scored By:	**Date:**	

Criteria	Score		Points
6. Plans and dedicated funding in place for project maintenance, monitoring, and adaptation.	Yes.	(10 points)	
	No.	(0 points)	
Comments:			
7. Project offers exceptional risk mitigation and/or resilience improvement for high quality habitat based on the judgment of the reviewer.	Yes.	(10 points)	
	No.	(0 points)	
Comments:			

TOTAL SCORE:

John Day Basin Partnership

Capital Project Scoring Form

Project Name:	
Project Applicant:	
Scored By:	**Date:**
Additional Comments:	

Attachment I

Partnership Non-Capital Project Scoring Form

John Day Basin Partnership

Non-Capital Project Scoring Form

Project Name:		
Project Applicant:		
Scored By:	**Date:**	

Criteria	Score		Points
1. Proposal Completeness	Proposals contain the mandatory information identified in the RFP.	(Yes)	
	Proposals do not contain the mandatory information identified in the RFP.	(No)	
Comments:			
2. Proposal suitability	High quality and clearly defined approach to meeting the project duties, deliverables, and/or timeline.	(50 points)	
	Approach to meeting the project duties, deliverables, and/or timeline is sound with some deficiencies or lack of clarity	(25 points)	
	Approach not provided, completely deficient, or unclear.	(0 points)	
Comments:			

John Day Basin Partnership

Non-Capital Project Scoring Form

Project Name:		
Project Applicant:		
Scored By:	**Date:**	

Criteria	Score		Points
3. Demonstrated experience and success	Staff expertise, qualifications, and past performance meet that needed to achieve the scope of work.	(50 points)	
	Staff expertise, qualifications, and past performance in part mee that need to achieve the scope of work.	(25 points)	
	Background not provided or completely deficient.	(0 points)	
Comments:			
4. Commitment to Partnership.	Attended all Partnership and applicable working group meeting in their entirety and/or offered notable cash or in-kind match to the Partnership.	(25 points)	
	Attended some meetings or part of all meetings and modest match.	(10 points)	

John Day Basin Partnership

Non-Capital Project Scoring Form

Project Name:		
Project Applicant:		
Scored By:	**Date:**	

Criteria	Score		Points
	Has attended <2 meetings and provided no match	(0 points)	
Comments:			
5. Cost and value.	Salary, expenses, and value exceed that provided by other proposals and are consistent with standard market rates.	(25 points)	
	Salary, expenses, and value slightly exceed or are consistent with standard market rates.	(10 points)	
	Costs not provided or significantly exceeded standard market rates.	(0 points)	
Comments:			

TOTAL SCORE:

John Day Basin Partnership

Non-Capital Project Scoring Form

Project Name:	
Project Applicant:	
Scored By:	**Date:**
Additional Comments:	

Attachment J

John Day Basin Partnership Fact Sheet

TO BE DEVELOPED