



# Lower Columbia Fish Recovery Board

## Project Management Manual: Cowlitz Restoration and Recovery (CRR) Habitat Program

---

June 2023

# Table of Contents

<b>SECTION 1: INTRODUCTION .....</b>	<b>5</b>
<b>About this Manual.....</b>	<b>5</b>
<b>About the CRR .....</b>	<b>5</b>
<b>Cowlitz Restoration and Recovery Fund (CRR).....</b>	<b>5</b>
<b>Tacoma Power and the FTC.....</b>	<b>5</b>
<b>Lower Columbia Fish Recovery Board.....</b>	<b>6</b>
<b>Where To Get Information .....</b>	<b>6</b>
<b>Other Information .....</b>	<b>7</b>
<b>SECTION 2: PROJECT CONSIDERATIONS.....</b>	<b>8</b>
<b>Project Eligibility .....</b>	<b>8</b>
<b>Joint and Cooperative (Partnership) Projects.....</b>	<b>8</b>
<b>Phased Projects.....</b>	<b>8</b>
<b>Eligible and Ineligible Costs.....</b>	<b>9</b>
<b>Eligible Administrative Costs.....</b>	<b>9</b>
<b>Eligible Restoration Costs.....</b>	<b>10</b>
<b>Ineligible Costs.....</b>	<b>11</b>
<b>Match Eligibility.....</b>	<b>12</b>
<b>Mitigation .....</b>	<b>13</b>
<b>SECTION 3: PROJECT IMPLEMENTATION .....</b>	<b>14</b>
<b>Project Approval and Authorization to Proceed .....</b>	<b>14</b>
<b>Grant Time Limits .....</b>	<b>14</b>
<b>Application.....</b>	<b>14</b>
<b>Pre-Agreement.....</b>	<b>14</b>
<b>Implementation.....</b>	<b>14</b>
<b>Property Requirements.....</b>	<b>15</b>
<b>Control of the Land.....</b>	<b>15</b>
<b>Sponsor-Owned Property.....</b>	<b>15</b>
<b>Property Owned by Someone Else.....</b>	<b>15</b>
<b>Projects on State-owned Aquatic Lands .....</b>	<b>15</b>

<b>Cultural Resources</b> .....	<b>16</b>
<b>Permitting</b> .....	<b>18</b>
<b>Federal Endangered Species Act Consultations</b> .....	19
<b>Other Things to Know</b> .....	<b>20</b>
<b>Civil Liability for Landowners</b> .....	20
<b>Invasive Species</b> .....	20
<b>Policies</b> .....	<b>21</b>
<b>Public Funding Contracting Requirements</b> .....	21
<b>Prevailing Wage Requirements</b> .....	21
<b>Nondiscrimination</b> .....	22
<b>LCFRB Review</b> .....	22
<b>Notice to Proceed</b> .....	22
<b>Reporting</b> .....	22
<b>Inspections</b> .....	22
<b>Grant Program Acknowledgement and Signs</b> .....	23
<b>Additional Rules and Instructions</b> .....	23
<b>Grant Agreement Amendments</b> .....	<b>24</b>
<b>Scope of Work Changes</b> .....	24
<b>Cost Increases</b> .....	24
<b>Time Extensions</b> .....	25
 <b>SECTION 4: REIMBURSEMENTS</b> .....	 <b>26</b>
<b>Important Things to Know</b> .....	<b>26</b>
<b>You Have to Pay First</b> .....	26
<b>LCFRB Pays within 30 Days</b> .....	26
<b>Information is Public</b> .....	26
<b>Payroll</b> .....	<b>27</b>
<b>Timesheets</b> .....	27
<b>Travel and Transportation</b> .....	<b>27</b>
<b>Equipment or Tool Use Allowance</b> .....	<b>27</b>
<b>Donations</b> .....	<b>28</b>
<b>Volunteer Time and Donated Labor</b> .....	28
<b>Corrections Labor</b> .....	30
<b>Donated Equipment or Tool Use</b> .....	30
<b>Donated Materials and Supplies</b> .....	30
<b>Donated Services</b> .....	31
<b>Donated Vehicle Mileage and Animal Stock Use</b> .....	31
<b>Reimbursement Basics</b> .....	<b>31</b>
<b>Billing Components</b> .....	31
<b>Billing Deadlines and Limits</b> .....	<b>33</b>
<b>Payment Calculation Factors</b> .....	<b>33</b>

<b>LCFRB Sponsor Monitoring .....</b>	<b>33</b>
<b>Record Retention.....</b>	<b>34</b>
<b>Indirect Costs .....</b>	<b>34</b>
<b>CRR Cash Advance Policy.....</b>	<b>34</b>
<b>Satisfying the Advance .....</b>	<b>36</b>
<b>Noncompliance with Advance Policy .....</b>	<b>36</b>
<b>Closing A Project .....</b>	<b>36</b>
<b>Retainage .....</b>	<b>37</b>
<b>Final Inspection.....</b>	<b>37</b>
<b>Administrative Close-out.....</b>	<b>37</b>
<b>Final Payment .....</b>	<b>37</b>
 <b>SECTION 5: APPENDICES .....</b>	 <b>39</b>
<b>Appendix A : Glossary .....</b>	<b>39</b>
<b>Appendix B : Landowner Agreement.....</b>	<b>43</b>
<b>Appendix C : Landownership Certification Form.....</b>	<b>46</b>
<b>Appendix D : Restoration Stewardship Plan Outline.....</b>	<b>47</b>
<b>Appendix E : Cash Advance Agreement .....</b>	<b>48</b>
<b>Appendix F : Cash Advance Request Form .....</b>	<b>49</b>

# Section 1: Introduction

## About this Manual

This manual provides information and instructions for salmon recovery grant management for projects funded through the Cowlitz Restoration and Recovery (CRR) Fund, which is part of the Lower Columbia Fish Recovery Board (LCFRB or Board) Salmon Recovery grants program.

This manual was created under the authority granted to the LCFRB under the Revised Code of Washington chapter 77.85 and reflects the role of the LCFRB as the Southwest Washington Regional Recovery Organization and Salmon Habitat Lead Entity.

Major policy changes to this manual may be adopted or altered solely by a majority vote of the LCFRB in a public meeting.

## About the CRR

### Cowlitz Restoration and Recovery Fund (CRR)

Tacoma Power has established an account known as the Cowlitz Restoration and Recovery (CRR) Fund. The goal of the CRR Fund is to assist in the protection and recovery of ESA listed populations of salmon and steelhead consistent with the recommendations in the Washington Lower Columbia Salmon Recovery and Fish & Wildlife Upper Cowlitz Subbasin Plan (LCFRB 2010, Vol. II.F).

The [CRR Habitat Program](#), funded through the CRR Fund, is intended to support activities that will protect and promote recovery of listed species in lieu of construction and operation of volitional upstream passage facilities on the Upper Cowlitz River.

Habitat projects funded through the CRR program are contracted and managed by the LCFRB. The LCFRB makes decisions for projects approved for funding through the CRR Habitat Program. Project decisions made by the Board are done in a public meeting and are in accordance with applicable statutes, rules and Board policies.

### Tacoma Power and the FTC

The CRR Fund is administered by Tacoma Power with oversight by the [Cowlitz Fisheries Technical Committee](#) (FTC). Tacoma Power is a division of Tacoma Public Utilities. Publicly owned since 1893, Tacoma Power provides electric service to nearly 179,000 customers in Tacoma and other communities in Pierce County. [The Cowlitz River Project](#) is one of four Tacoma Power hydroelectric projects. The FTC was created by the settlement agreement for the

Cowlitz River Hydroelectric Project and is part of the project's Federal Energy Regulatory Commission (FERC) license. The FTC is responsible for making recommendations on actions to maximize the effectiveness of Tacoma Power's Cowlitz River fisheries mitigation, protection, and enhancement measures. The FTC includes one representative each from Tacoma Power, the National Marine Fisheries Service, the U.S. Fish and Wildlife Service, the Washington Department of Fish and Wildlife, the Washington Department of Ecology, the Yakama Indian Nation, and one individual representing both Trout Unlimited and American Rivers.

Tacoma Power partners with the LCFRB for project solicitation, evaluation and contracting through the CRR Habitat Program grant. Proposals are evaluated based on benefit to fish, certainty of success, cost, and CRR priorities. The LCFRB evaluates and ranks projects and provides a funding recommendation of prioritized projects to the FTC. The FTC reviews all funding recommendations and determines funding awards.

## **Lower Columbia Fish Recovery Board**

The Washington State Legislature established the LCFRB in 1998 under RCW 77.85.200 as the Lead Entity and Regional Recovery Organization for salmon recovery for southwest Washington. As a Recovery Organization, the LCFRB developed the Lower Columbia Salmon Recovery and Fish & Wildlife Subbasin Plan (Recovery Plan) and now oversees and coordinates its implementation and adaptive management, and reports on progress in a variety of forums. RCW 77.85.200 also designates the Lower Columbia Fish Recovery Board as the Lead Entity for salmon recovery efforts and programs in southwest Washington. In its role as a lead entity, the LCFRB develops and maintains the regional habitat strategy, recruits organizations to develop projects to support strategy implementation, and ranks and prioritizes projects for funding through the Salmon Recovery Funding Board (SRFB) grant program. The LCFRB also partners with other local, state and federal entities and Tribes to manage and implement additional grant-based programs in the Lower Columbia region.

The Board is composed of fifteen voting members, including representatives from local governments, the state legislature, the Cowlitz Indian Tribe, hydropower operators, environmental and landowner interests, and the public.

## **Where To Get Information**

### **Contact LCFRB**

11018 NE 51<sup>st</sup> Circle.

Vancouver, WA 98682

E-mail: [dsme@lcfrcb.gen.wa.us](mailto:dsme@lcfrcb.gen.wa.us)

Telephone: (360) 425-1555

[Website](#)

LCFRB staff are available to assist and advise project sponsors and others by answering questions or providing clarifying information regarding the Salmon Recovery Grants program, including the CRR Habitat Program.

## Other Information

The LCFRB's [Salmon Recovery Grants](#) webpage provides more information on CRR and other salmon recovery grant program opportunities.

Information regarding project opportunities and needs for the Upper Cowlitz and Cispus Rivers can be found on the LCFRB's [Upper Cowlitz-Cispus Habitat Strategy](#) webpage. The Habitat Strategy includes actions, maps, and a conceptual design to support near and long-term ESA-listed salmon and steelhead recovery needs in the Cowlitz basin.

[The WA Lower Columbia Salmon Recovery and Fish & Wildlife Subbasin Plan](#) (LCFRB, May 2010) serves as the regional recovery plan for Washington lower Columbia salmon and steelhead populations. The Plan contains chapters on the region, as well as individual subbasins, and establishes recovery goals, targets, and priorities, as well as specific strategies, measures, and actions for implementation.

Project sponsors are encouraged to review the instructions from any other funding source or partner policies if a proposed project includes matching funds or partner contributions. If the project includes federal funds, grant sponsors should review the [Office of Financial Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#) found in Title 2 of the Code of Federal Regulations.

# Section 2: Project Considerations

## Project Eligibility

The CRR Habitat Program will support the implementation of activities that lead to on-the-ground projects, aimed at protection or restoration of habitat for priority species within the geographic focus area. See Appendix D in the LCFRB Salmon Recovery Grants Manual for more on project eligibility.

### Joint and Cooperative (Partnership) Projects

Some projects will have two or more sponsors. A joint project may be where one agency owns the property to be restored by another, or two or more organizations team together to provide financial support for a project. LCFRB encourages such cooperation. In these cases, LCFRB may ask the co-sponsor to do the following:

- Sign the LCFRB grant agreement. All parties must meet eligibility requirements to be co-sponsors on the application and grant agreement. It is the sponsor's sole responsibility to meet all partner eligibility requirements and policies.
- Comply with the [Interlocal Cooperative Act<sup>1</sup>](#) or execute an agreement, policy statement, or resolution. All must certify the following:
  - Which of the parties is the primary sponsor. The primary sponsor must be the fiscal agent for the project.
  - The roles and responsibilities of each party.
  - Maintenance and operation responsibilities of each agency or organization.

A draft of any agreement, policy statement, or resolution prepared by the partners must be submitted to LCFRB before the application completion deadline. A signed agreement is required before LCFRB will execute a grant agreement.

### Phased Projects

Large projects may be complex, multi-year, multi-partner, and require extensive analysis, coordination, and implementation. Consider the potential complexity that large-scale or multi-million dollar projects may create and discuss phasing with LCFRB staff. Phased projects are subject to all of the following:

- Each phase must stand on its own merits as a viable salmon recovery project.
- Each phase must have a scope of work the applicant can afford and complete given the amount of CRR funding requested, plus match.
- Each phase must be submitted as a separate application.
- Funding approval of any single phase is limited to that phase (no endorsement or approval is given or implied toward future phases).

---

<sup>1</sup> Revised Code of Washington 39.34 at <https://app.leg.wa.gov/RCW/default.aspx?cite=39.34>



- The LCFRB may consider progress on earlier phases when making decisions on current proposals. Applicants must submit planning and design deliverables of previously funded phases by the final application deadline.

## Eligible and Ineligible Costs

The costs described here generally are eligible for reimbursement. Because the list is not all-inclusive, consult with LCFRB if you have a question or need more information. Only costs that are reasonable and directly necessary to complete the scope of work are eligible for reimbursement or to be used as match. Also, eligible activities must be listed in the grant agreement.

**IMPORTANT:** Unless specific pre-agreement costs are allowed (see below), only those costs incurred after executing the grant agreement are eligible for reimbursement.

### Eligible Administrative Costs

**Administrative Costs for Restoration Projects.** Administrative costs are necessary to prepare a project for restoration, but do not involve direct restoration activities. These activities may occur before and during actual restoration, and includes administrative, architectural, and engineering (AA&E) services in the restoration proposal's cost estimate. This includes administration and design work for the project. For LCFRB grants, the administrative allowance for restoration projects is limited to no more than 30 percent of the total construction cost.

Administrative costs may include the following:

- **Architectural and engineering services** and consultants to prepare documents for obtaining bids and awarding and preparing contracts for construction, including the following:
  - Preparation of site plans, from schematic to final drawings.
  - Engineering services, including structural, mechanical, electrical, and civil design work.
  - Consultant services, including studies and data collection surveys.
  - Specialty consultant services used in addition to basic architectural and engineering, for example expertise required to meet a special permitting requirement.
- **Bidding** services consisting of participation in pre-bid conferences, response to questions from bidders, clarification of bidding documents, attendance at bid openings, documentation, and distribution of bidding results, and bid award.
- **Construction supervision** involving directing, supervising, managing, and inspecting other workers and the actual restoration or construction work.
- **Environmental site planning** including environmental impact statement costs.

- **Miscellaneous** costs including bid materials, photographs, printing, and supplies.
- **Project Closeout** services to close out a project once the contractor gives notice that the restoration work is complete. Services may include an inspection to ensure the work complied with the contract, issuance of a list of remaining work required (punch list), final inspections, and issuance of final certificate for payment.
- **Record Documents** (as-builts) receive and review the contractors' marked-up field records. Supply the record documents to user agency.
- **Surveys** necessary for the design, including boundary, wetland delineation, geo-tech, etc.
- **Project administration** services may include, but are not limited to, the following:
  - Advertising
  - Billing preparation
  - Communication
  - Consultation
  - Contract award
  - Correspondence
  - Meetings
  - Negotiations
  - Progress reports
  - Public hearings
  - Room rental
  - Site visits
  - Taxes (if applicable)
  - Travel directly related to construction

## Eligible Restoration Costs

Restoration costs are for actual construction activities. These activities include costs for labor, materials, and equipment use. They start with site preparation and end with completion of the restoration elements. Restoration costs are eligible for reimbursement only after execution of a grant agreement.

- **Construction** costs directly related to the execution and construction of the project, including materials such as plants, rock, cable, wood, etc.
- **Construction supervision**, management, and inspection services associated with a project under construction. It is the direct costs for execution and construction of the project. It may include evaluating construction methods; determining the labor, equipment, and materials needed; and interpreting construction plans and specifications. These costs may include mileage and per diem for travel to and from the worksite.
- **Cultural resources** including direct costs and activities necessary to investigate and evaluate a project's undertaking for possible effect on archeological and cultural resources pursuant to Governor's Executive Order 05-05 and Section 106 of the National Historic Preservation Act. Includes survey, consultation, and reporting.

- **Demolition and site preparation** costs to remove structures and prepare for restoration.
- **Equipment** such as tools or machinery, frequently used and required to complete a project. Generally, equipment is eligible for reimbursement only when it is critical and necessary to complete the approved scope of work. In addition, the equipment must cost more than \$250 and less than \$1,000 per item, including all applicable charges such as taxes and shipping. If the equipment exceeds that amount, it is not eligible as part of the restoration project; however, the sponsor may purchase the equipment without grant assistance and charge a use allowance for the equipment used on the project. For rules on what equipment is eligible for reimbursement and the equipment use allowance, see Section 4: Reimbursements later in this manual.
- **Materials testing** if required to ensure that the components included in the project can withstand the stress and will give the structure the needed strength, toughness, flexibility, and suitability the structure will likely experience when used for its intended purpose. General testing is not an eligible expense.
- **Mobilization and demobilization** costs associated with transportation of contractor's equipment and operating supplies to and from the site.
- **Permanent and temporary project signs**, including the purchase and installation of project signs.
- **Permits**, as a construction cost, include staff time to obtain permits to meet such requirements as the National and State Environmental Policy Acts and other local, state and/or federal regulatory requirements.
- **Surveys** including onsite staging or construction surveys, and surveys or studies required for permitting and project design.

## Ineligible Costs

With few exceptions, elements or costs that do not contribute directly to habitat conservation or salmon recovery are ineligible for grants.

The following costs are ineligible. This is not an exhaustive list of ineligible costs. Sponsors are encouraged to discuss potential costs with LCFRB staff before incurring them if they are unclear about their eligibility.

- Bonus payments of any kind.
- Capital facilities, flood mitigation work, and public works projects such as sewer treatment facilities, surface and stormwater management systems, and water supply systems.
- Ceremonial or entertainment expenses.

- Charges incurred contrary to the policies and practices of the organization involved, the LCFRB, or Tacoma Power.
- Charges, in excess, of the lowest acceptable bid when competitive bidding is required, unless the LCFRB Director authorizes the higher costs, in writing, before the award of a contract.
- Contributed materials if their value cannot be substantiated.
- Costs associated with fund-raising activities.
- Costs of preparing any grant application.
- Deficits and overdraft charges, fines, penalties, interest expenses.
- Donations or contributions made by the participant, such as to a charitable organization, or for organizational memberships and professional affiliations.
- Feasibility costs or studies.
- Lobbying or legislative activities.
- Liability insurance premiums.
- Maintenance and operation activities, except for equipment maintenance as detailed under equipment use allowance in the Eligible Restoration Costs section.
- Monitoring costs related to long-term effectiveness or long-term compliance.
- Projects identified as mitigation as part of a habitat conservation plan approved by the federal government for incidental take of endangered or threatened species.
- Publicity expenses (except legal requirements for public notice related to bids, etc.).
- Retroactive costs incurred before execution of the grant agreement.
- Taxes for which the organization involved would not have been liable to pay.
- Value of discounts not taken.
- Value of personal properties, unless specifically approved in advance by the LCFRB.

## **Match Eligibility**

Applicants are not required to provide a percent of the project value, known as match, from non-CRR funds. However, project sponsors can include match in their project. Match can demonstrate local commitment and support of the project. Match does not necessarily improve the likelihood of funding, nor will LCFRB provide special consideration or preference in the evaluation process for projects with match.

Match may include cash, bond funds, grants (unless prohibited by the funding entity), labor, equipment and equipment use, materials, staff time, and donations. All match must be an integral and necessary part of the approved project, must be eligible elements for the project, and must be committed to the project. Match expenses are reviewed for eligibility and with the same criteria that reimbursement requests are reviewed.

## **Mitigation**

The LCFRB encourages coordinating salmon recovery with mitigation activities, however they are not eligible for funding or to be used as match. Mitigation actions as a result of a permit requirement of a LCFRB project itself, are eligible.

Projects with benefits above mitigation requirements may be eligible for funding. The applicant must adequately demonstrate that the proposed project actions are above and beyond the mitigation requirement. For example, a mitigation requirement may be to create 10 acres of salmon habitat and the LCFRB project may provide an additional 20 acres of salmon habitat for a total of 30 acres of salmon habitat. The salmon habitat benefits provided by the additional 20 acres are the subject of the LCFRB application. The 10 acres of mitigation are not allowed in the LCFRB application (including as match).

# Section 3: Project Implementation

## Project Approval and Authorization to Proceed

A project sponsor may not proceed with an approved project before executing a grant agreement with LCFRB. To do so, may render the project or project elements ineligible for reimbursement.

The grant agreement will be prepared in accordance with the components contained in the sponsor's application as approved by the Board. A sample grant agreement is on the [LCFRB CRR Grants webpage](#). Project sponsors should carefully review the terms and conditions.

## Grant Time Limits

Sponsors must complete funded projects promptly. For this reason, LCFRB and the sponsor establish a timetable for project completion, including enforceable milestones and a project completion date. To avoid the risk of the Board or LCFRB Executive Director withdrawing the grant, and to help ensure reasonable but timely project completion, accountability, and the proper use of public funds, the following must be accomplished.

### Application

Sponsors submit only projects to be completed within 2-3 years. Sponsors must provide reasonable assurance that the project can be completed within a reasonable timeframe that meets milestones and does not exceed the Board-approved implementation period. Reasonable assurance may include, but is not limited to, final construction documents, permits that have been obtained, or an environmental assessment is completed.

### Pre-Agreement

Sponsors must submit any pre-agreement materials requested by LCFRB within two calendar months of funding approval, unless LCFRB has approved a longer time frame.

Sponsors, with LCFRB staff assistance, will develop milestones, to be included in the grant agreement, and a timeline that does not exceed 2-3 years to complete the project. Projects may be able to extend to a maximum of 5 years under certain circumstances.

### Implementation

LCFRB staff monitors critical project milestones. Unsatisfactory progress may be cause for project termination or other remedies.

## Property Requirements

### Control of the Land

To protect investments made by the CRR Habitat Program, sponsors must have adequate control of project sites to construct, operate, and maintain the project area for the term required by the grant program and grant agreement. Control and tenure may be documented in several ways, including by showing fee title land ownership, a lease, use agreement, or easement.

### Sponsor-Owned Property

Sponsors of restoration projects on sponsor-owned property must provide a stewardship plan with the final documentation at the close of the project. A plan ensures meeting the project objectives by maintaining and monitoring the site for at least 10 years from the grant agreement completion date. A stewardship plan template is found in Appendix D.

### Property Owned by Someone Else

For CRR projects occurring on land not owned by the sponsor, the sponsor must provide the following:

- Landowner Certification Form. This form, signed by the sponsor, must be submitted before LCFRB issues a project agreement.

The intent of this form is to ensure that the sponsor has reviewed property information and that there are no encumbrances that would adversely affect the ability to restore the property. This form is required to be submitted for all restoration projects. A landowner certification form is found in Appendix C.

- Landowner Agreement. A signed landowner agreement must be provided to LCFRB before construction or before a sponsor is reimbursed for any construction expenses.

The agreement is a document between the sponsor and the landowner that, at a minimum, allows the sponsor and LCFRB staff access to the site for project implementation, inspection, maintenance, and monitoring; clearly states that the landowner will not intentionally compromise the integrity of the project; and clearly describes and assigns all project monitoring and maintenance responsibilities. A landowner agreement remains in effect for at least 10 years from the date of final payment to the project sponsor. A landowner agreement template is found in Appendix B. Note that other agreement formats must include all required elements and be approved by LCFRB before starting construction.

### Projects on State-owned Aquatic Lands

If a project will occur over, in, or alongside a navigable body of water, authorization to use state-owned aquatic lands may be needed.

All marine waters are, by definition, navigable, as are portions of rivers influenced by tides. Navigable rivers and lakes are those determined by the judiciary, those bounded by meander lines, or those that could have been used for commerce at the time of statehood. The Department of Natural Resources' aquatic land managers will help determine if the project is on state-owned aquatic lands and provide more information on the department's authorization process. See the [land manager coverage map](#) online for the contact information of the department's aquatics land manager in the area.

The Department of Natural Resources will review the projects proposed for funding to ensure that all applicants with projects on state-owned aquatic lands consulted with the Department of Natural Resources and submitted a Landowner Acknowledgement Form.

If the project is on state-owned aquatic lands, the project sponsor will need to secure a lease or easement (use authorization) to use those lands from the Washington Department of Natural Resources. The use authorization is not a permit, but a contract to use the land. The Department of Natural Resources is not a regulatory agency. The agency represents the owner of the lands, the State of Washington, so the sponsor's relationship with the department will be like any landowner impacted by the project. To apply for an authorization, complete the [Joint Aquatic Resources Permit Application \(JARPA\)](#) and any associated materials and forward the entire application to the Department of Natural Resources. It is best to submit the application early in the process so the Department of Natural Resources may address any design issues early.

Please note that the project may occur on trust lands managed by the Department of Natural Resources, which will require the sponsor to work with other divisions in the agency.

### Department of Natural Resources' Review of Project Scope

Sponsors that need to secure a use authorization meeting Board policy must do all the following:

- Meet with the Department of Natural Resources to review the proposed scope of work.
- Complete a Joint Aquatic Resource Permit Application (JARPA) and give a copy to the Department of Natural Resources.
- Attach to the grant application a Scope of Work Acknowledgement Form (signed by the Department of Natural Resources) by the technical completion deadline.

## **Cultural Resources**

The cultural resources review processes require review, analysis, and consultation with the Washington Department of Archaeology and Historic Preservation and affected Native American tribes for archaeological and cultural resources.

If the project is funded through CRR and does not have state or federal funding, CRR sponsors are responsible for cultural resources review and consultation. Sponsors need to start the cultural resources processes early in order to keep projects on schedule.

**Sponsors are responsible for complying with all regulatory requirements.**



If the project is funded in part by the [Salmon Recovery Funding Board](#), RCO facilitates review under the Governor's executive order. The RCO cultural resources process can be found in [RCO Manual 5: Restoration Projects](#). If the project has federal funding, the appropriate lead federal agency facilitates review under Section 106 of the NHPA. If the federal review covers the entire project area, there is no additional review required to meet state requirements.

The Washington State Department of Archaeology and Historic Preservation (DAHP) is the state agency that regulates cultural resources project review. Visit the DAHP [website](#) for project cultural resources review process and requirements.

Costs for cultural resources review (survey, monitoring, etc.) are eligible for reimbursement and should be included in the grant application if needed.

Initiation of ground disturbing activities under contract with the LCFRB, or other activities that have the potential to cause effected to listed properties, or eligible for listing in the National Register of History Places, shall not occur until the requirements of Section 106 of the NHPA have been satisfied, and written evidence of compliance is submitted to the LCFRB.

### **State Agency Sponsors**

The Governor's [Executive Order 05-05](#), Archaeological and Cultural Resources, directs state agencies to review acquisition and construction projects for potential impacts to cultural resources to ensure that reasonable action is taken to avoid adverse impacts to these resources. State agency sponsors have the responsibility to ensure compliance with cultural resources requirements. Before initiating any ground-disturbing activities, the state agency sponsor must submit evidence of completion of the appropriate cultural resource review process to LCFRB to continue work.

### **Projects on State-owned or -managed Lands (non-agency sponsored)**

For projects on state-owned land the state agency landowner (Department of Fish and Wildlife, Washington State Parks and Recreation Commission, Department of Natural Resources, Department of Transportation, etc.) is responsible for ensuring that cultural resources review and consultation is completed in accordance with state and federal laws. Each agency has its own guidelines for meeting these requirements and ensuring appropriate management of cultural resources. Documentation of compliance must be provided to LCFRB.

### **Federal Agency Sponsors**

The federal government, through Section 106 of the National Historic Preservation Act (NHPA), requires the same compliance for projects with federal involvement, for example, projects on federal lands, with federal funds, or those that require a federal permit.

## Amendments Triggering Cultural Resources Review

During the progress of the project, a sponsor may request a scope change, which could change the project work site or project activities. If the work site expands or if the new work proposed adds, rather than reduces, the amount of construction required to implement the project, these new elements must undergo cultural resources review and consultation before implementation.

## If Cultural Resources are Discovered During Project Actions

If archaeological or historic materials are discovered on a CRR-funded project after ground-disturbing activities have started, the sponsor must stop all work immediately and follow an applicable plan and protocol, secure the area, and notify the DAHP, the LCFRB, and appropriate tribal governments. Work shall not proceed until all applicable DAHP and tribal government requirements have been met, and written evidence of compliance is submitted to the LCFRB.

## Permitting

Local, state, and federal permits likely are required for any activity that takes place in or around waters of the state, including habitat restoration projects. Sponsors must obtain all necessary local, state, and federal approvals and permits before construction and final payment. LCFRB may unilaterally and without notice terminate a grant if the sponsor cannot, or does not, obtain necessary permits and land use approvals.

The type of project impacts and the location determine which permits are required. Contact permitting agencies early in the project planning process to ensure that all necessary permits are obtained before work is scheduled to begin. This is especially important for large, complex, or higher risk projects and those using novel techniques. Early agency coordination decreases the likelihood of costly design modifications, construction delays, or project rejection, and may result in a more effective and less expensive project.

All permits require a review process that takes time to complete. Some reviews are relatively fast (less than a month) while others may take several months. Sponsors should carefully consider the time needed to complete the required permit process when developing project schedules, especially given the relatively short allowable work period for many types of in-stream construction projects. Besides time, many permits require fees. Fees may be either a flat rate or a percentage of the project's total cost.

The most commonly required permit applications for stream habitat restoration projects are the [Hydraulic Project Approval](#) and the [Joint Aquatic Resources Permit Application \(JARPA\)](#). The Washington Department of Fish and Wildlife accepts applications for Hydraulic Project Approvals through its online [Aquatic Protection Permitting System](#). The JARPA is used to apply for select permits from other state, federal, and local agencies. Using the Aquatic Protection Permitting System, sponsors may submit Hydraulic Project Approval application materials, pay the application fee, and view the status of their submitted applications. In addition, a sponsor can convert his/her Aquatic Protection Permitting System application into a draft JARPA with one click, then complete the JARPA

outside of Aquatic Protection Permitting System and submit it to other permitting agencies that use the JARPA. Note that fish habitat enhancement projects that meet the criteria of [Revised Code of Washington 77.55.181](#) may qualify for a streamlined Hydraulic Project Approval that exempts the project from local government permits and associated fees. Contact a Washington Department of Fish and Wildlife habitat biologist to verify the project qualifies.

## Federal Endangered Species Act Consultations

The Endangered Species Act requires prior authorization of activities that may “take” (harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, collect, or attempt to do these things) threatened or endangered species listed under the Act. [Streamlining Endangered Species Act Consultation fact sheet](#) explains the process in detail, a brief description is listed below. For additional information on eligibility or process requirements, please contact NOAA Fisheries, (360) 534-9309<sup>2</sup>. Recognizing that some projects are unlikely to “take” a significant level of at-risk species, federal agencies allow some project sponsors to follow an expedited process that meets Endangered Species Act review requirements and reduces cost, uncertainty, time, and permitting. Project sponsors may satisfy Endangered Species Act requirements via two pathways: *Limit 8* or a *Fish Passage and Habitat Restoration Programmatic Consultation*. Sponsors may use these two pathways individually or in combination.

**Limit 8.** The National Marine Fisheries Service has a programmatic biological opinion with Washington’s Governor’s Salmon Recovery Office for Salmon Recovery Funding Board (SRFB) projects, to provide an expedited pathway for eligible fish passage and habitat restoration projects to satisfy Endangered Species Act consultation. This pathway applies only to projects with the potential to impact *threatened* (not endangered) salmon and steelhead, when SRFB funding is being used in addition to CRR funds. It does not cover freshwater (e.g., bull trout) or land species under the jurisdiction of the U.S. Fish and Wildlife Service. Limit 8 requires a sponsor to submit a one-page [Self-Certification Form](#) to the RCO grants manager (via PRISM) and to the U.S. Army Corps of Engineers (if a Corps permit is required). The form certifies the project meets eligibility requirements of the state’s Habitat Restoration Program. The advantage of this pathway is that eligible projects require no further federal Endangered Species Act review.

**Fish Passage and Restoration Programmatic Consultation.** This pathway applies to all threatened and endangered species, but only applies to projects that require a [U.S. Army Corps of Engineers' permit](#) (i.e., a Section 404 or Section 10 authorization). U.S. Fish and Wildlife Service and NOAA Fisheries each have an agreement with the U.S. Army Corps of Engineers that provides a mechanism for expedited consultation for qualifying fish passage and habitat restoration projects in Washington State. Although similar, each programmatic covers different activities, requires different conservation measures be met, and requires different application material. Unlike Limit 8, this pathway requires Corps permit applicants submit Endangered Species Act consultation material for federal review. However, Endangered Species Act consultation of eligible projects is typically complete within 30 days. Sponsors

---

<sup>2</sup> NOAA Fisheries manages marine and anadromous species, while the U.S. Fish and Wildlife Service manages land and freshwater species. A list of [U.S. Fish and Wildlife Service-listed species](#) that may occur near the project and some information on other species, including NOAA Fisheries-listed species, may be found online.

should review carefully the category descriptions, exclusions, and required conservation measures of the [NOAA Fisheries Biological Opinion](#) and the [U.S. Fish and Wildlife Service Biological Opinion](#) during the project design phase to ensure their projects qualify. Sponsors of qualifying projects must submit to the Corps detailed project information, drawings, and explanations for how their proposals meet the requirements of the Biological Opinions, along with other permit application materials. Refer to the [Fish Passage and Restoration Programmatic Consultations \(Item C\)](#) on the Corps' permitting Web site for detailed information on how to apply. Note that projects that also receive funding from Bonneville Power Administration, U.S. Fish and Wildlife Service, or directly from NOAA Fisheries may qualify for additional expedited Endangered Species Act consultation pathways known as the Habitat Improvement Program and the Programmatic Restoration Opinion for Joint Ecosystem Conservation by the Services. Contact those other funding sources for more information.

Sponsors of projects that may affect a federally threatened or endangered species or their designated critical habitat, but do not qualify for expedited Endangered Species Act consultation, may require individual consultation. Contact the local U.S. Fish and Wildlife Service office and the NOAA Fisheries Geographical Branch Chief for more information and technical assistance to avoid take. **Project sponsors must provide written evidence of Endangered Species Act compliance to the LCFRB prior to conducting any work with potential to affect, harm or take a federally threatened or endangered species or their designated critical habitat.**

## Other Things to Know

### Civil Liability for Landowners

Salmon recovery law (Revised Code of Washington 77.85.050) exempts landowners from civil liability for property damages resulting from habitat projects on their lands. The law provides specific information on what steps project sponsors and landowners must take to be covered by the exemption.

### Invasive Species

The Washington Invasive Species Council developed prevention protocols for preventing the spread of invasive species while working in the field. The LCFRB encourages project sponsors to consider how their projects may spread invasive species and work to reduce that possibility. Invasive species can be spread unintentionally during restoration activities. For example:

- Driving a car or truck to a field site and moving soil embedded with seeds or fragments of invasive plants in the vehicle's tires to another site.
- Moving water or sediment infested with invasive plants, animals, or pathogens via boots, nets, sampling equipment, or boats from one stream to another.
- Moving weed-infested hay, gravel, or dirt to a new site, carrying the weed seeds along with it, during restoration and construction, where seeds could germinate and infest the new site.

The key to preventing the introduction and spread of invasive species on restoration projects is to use materials that are known to be free of invasive plants or animals in the project and clean equipment both before and after the job. Equipment to clean should include, but not be limited to, footwear, gloves, fishing equipment, sampling equipment, boats and their trailers, and vehicles and tires.

## Policies

Some of the policies below can also be found in the LCFRB grant agreement standard terms and conditions.

### **Public Funding Contracting Requirements**

The CRR Habitat Program is financed through public funding, and as such, projects funded through CRR are considered public works projects for the purposes of bidding, contracting, hiring, wage requirements, etc. Public works projects are all work executed at the cost of any local public agency or organization using public funding, so even if a sponsor is not a public agency, the CRR project is still a publicly funded project and must meet the requirements associated with using public funding.

Sponsors shall establish and follow written procurement procedures or follow current state procurement procedures. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Be aware of organizational conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, invitations for bids, or requests for proposals shall be excluded from competition for such procurements. Sponsors must follow all applicable state and/or required federal procurement procedures.

### **Prevailing Wage Requirements**

Prevailing wages must be paid on all projects using contracted labor and financed through the CRR Habitat Program. Prevailing wages are established by the Department of Labor and Industries for each trade and occupation employed in the performance of the work. Sponsors should contact the Department of Labor and Industries for specific information about correct wages.

If federal funding is part of the project match, the Davis/Bacon Act must be followed unless the federal funding source is identified specifically as exempt from the requirement in the federal agreement. If a project is funded by both state and federal sources, the higher of the two wages must be paid.

Where a private, nonprofit organization uses state or municipal funds (including CRR funding) for a project, the prevailing wage provisions of Revised Code of Washington 39.12 and 39.04 apply to that project.

For more information, please see [Davis Bacon information](#) on the federal Web site and [state prevailing wages](#) on the Department of Labor and Industries Web site.

## Nondiscrimination

Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction:

*"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations, and policies."*

## LCFRB Review

Project sponsors must provide LCFRB with draft construction plans and specifications for review and approval. LCFRB reviews them to ensure the design is consistent with the grant agreement. In addition, there may be special conditions in the grant agreement that require LCFRB review of specific elements of the project based upon the grant application evaluation or other concerns.

LCFRB recommends contacting staff as early as possible for assistance in completing plan review, and submitting restoration, or construction plans and specifications at 60 percent complete. Plans must be submitted no less than two weeks before the next TAC meeting.

## Notice to Proceed

After LCFRB reviews the plans and specifications and the cultural resources review requirements are complete, LCFRB will provide written notice to proceed with construction. However, the notice is contingent on compliance with all applicable laws, permitting requirements, and the terms of the grant agreement.

## Reporting

In addition to annual billings, sponsors must submit an electronic progress report summarizing the progress to date on all active projects. Due dates for progress and final reports are outlined in the grant agreement. In addition, sponsors of completed projects are required to report on specific matters whenever requested to do so by the LCFRB.

## Inspections

Normally, LCFRB staff conducts three types of project site visits:

- **Pre-award.** Made during the application phase, with the sponsor, to assess the project area and scope of work for eligibility concerns and compatibility with the grant program. Pre-award site visits may be conducted virtually depending on availability during the grant round process.
- **Interim.** This inspection is at the sponsor's request, and normally is made sometime during the project implementation phase to help resolve any apparent or anticipated problems and to monitor project progress.
- **Final.** This site review takes place after the sponsor requests a final payment or final inspection. This request must be made only after the project is complete, architects

and/or engineers have made their inspections, and defects have been corrected. It should be scheduled near project completion but still within the performance period of the contractor. The project must be constructed and functional as described in the grant agreement. When LCFRB staff's final inspection verifies that the project is complete, the final payment, including retainage, will be made.

After project funding, the sponsor shall provide the right of access to the project area to LCFRB, Tacoma Power, or any of its representatives, at all reasonable times, to monitor and evaluate performance, compliance, and quality assurance.

## **Grant Program Acknowledgement and Signs**

Sponsors must acknowledge CRR funding assistance, if possible, in all projects. The LCFRB Director and Tacoma Power will approve any logos or text the sponsor wishes to use for outreach purposes. This includes the following:

- Written acknowledgement in any news release or publication developed or modified for the funded project.
- Prominent placement of signs at entrances and other locations unless exempted by the LCFRB Director. The sponsor may build such signs to harmonize with an existing design standard, if applicable. Sponsors developing signs should incorporate the funding acknowledgement. Signs must be posted before the grant agreement end date and final reimbursement.
- Verbal acknowledgement during all ground-breaking and dedication ceremonies.
- Sponsors should notify LCFRB at least 2 weeks before any project dedication ceremony.
- Sponsors should notify LCFRB 30 days in advance if they want a representative or speaker from Tacoma Power or the LCFRB at a ceremony or site visit.

Tacoma Power and LCFRB are authorized to take photographs and develop articles about the project for use on Tacoma Power websites and other documents.

## **Additional Rules and Instructions**

LCFRB may issue additional or modified rules, instructions, interpretations, and guides from time to time as it believes necessary for the effective conduct of the grant program. Such changes will apply to all projects. Whenever possible, sufficient lead time will be given between the announcement and the effective date to minimize impacts to projects already in process at the time of announcement.

## Grant Agreement Amendments

The FTC determines how CRR funds will be expended, including making final decisions for funding through the CRR Habitat Program. However, many decisions after the contract has been approved have been delegated to the LCFRB Executive Director (Director).

The Director makes many project decisions, ranging from authorizing payments, to approving cost increases, to approving payment of charges in excess of lower bids, to terminating projects. The Director may choose to involve the LCFRB Technical Advisory Committee, the Board, the FTC, and Tacoma Power in decisions. Sponsors may appeal any decision to the LCFRB Board.

### Scope of Work Changes

The grant agreement may be amended by execution of a grant agreement amendment. The Director may authorize amendments for minor changes in scope and extensions to the project period. Major scope changes for projects may need review by the TAC and authorization by the Board, the FTC, or Tacoma Power. All amendment requests shall be made in writing and must include detailed justification, updated milestones, and any other relevant information. Sponsors must submit the request to LCFRB staff for approval before a change is made.

### Cost Increases

On occasion, the cost of completing a project exceeds the amount written into the agreement. Such overruns are the responsibility of the project sponsor. Upon written request, LCFRB may consider a cost increase in some budget categories if funds are available. Contact the LCFRB Program Manager for more information related to specific budget categories.

Because the FTC decides how to expend CRR funds, they also make decisions regarding project amendments that reduce or increase a grant award amount. The Director may recommend cost increase requests for CRR projects to the FTC. A sponsor must obtain an LCFRB recommendation and FTC approval for any significant change in project scope and/or design that results in a cost increase request. The project's total approved cost is the basis for such cost increases, which must meet the following criteria:

- The sponsor must have fully explored all practical alternatives to completing the intent of the agreement.
- The sponsor must have had little control over the conditions causing the overrun.
- Any increase must be used only for elements in the grant agreement.

### Administrative Cost Increases

Administrative charges are limited to no more than 30 percent for CRR projects. The Director may approve requests for increases above 30 percent. To request an increase, the project sponsor must submit a written request to the LCFRB including information on the project's complexity and any efficacy measures taken, and addressing the following:

- What amount of administrative cost is requested?



- Why is the additional cost needed?
- What has been accomplished to date? Provide specific information about the scope of work completed.
- How will the additional administrative expenses impact the project scope? Will the original scope of work still be completed?
- What is the updated project completion timeline?

Also, include information on the project's complexity and any efficiency measures taken.

The grant agreement end date will be written into the grant agreement. It is the date that is the end of the period of performance and all project work must be complete. The Director may approve an extension for up to a maximum of 5 years.

## **Time Extensions**

Notify LCFRB staff of any projected delays in meeting project milestones as soon as possible. Delays that affect the expected date of project completion require a time extension amendment to the contract. Extension requests must be in writing and provided to the Program Manager not less than 60 days before expiration of the project's completion date. The request must (a) justify the need and (b) commit to a new set of specified milestones.

# Section 4: Reimbursements

## Important Things to Know

Sponsors must comply fully with the project agreement, grant program policies, LCFRB policies, and all applicable federal, state, and local laws, orders, regulations, and permits. Please contact the LCFRB Program Manager with any questions.

### You Have to Pay First

LCFRB pays grant sponsors through a reimbursement process. Sponsors may request reimbursement only after paying employees and vendors. LCFRB does not provide money before vendors are paid, except as outlined in the cash advance policy of this manual. A sponsor must retain an original itemized invoice or receipt for all goods and services purchased for the project.

LCFRB will pay only for allowable costs. A cost is allowable if it is reasonable, necessary to complete the approved scope of work, eligible in the grant program, documented adequately, and incurred during the period of performance set forth in the project agreement. Costs outside the period of performance are allowable only if pre-approved and defined by the Board.

LCFRB calculates the reimbursement amount using the project funding percentages specified in the project agreement. LCFRB will only reimburse for allowable out of pocket project costs that were: 1) paid and 2) not reimbursed by another funding source.

Allowable project expenses that are funded by another grant or donated to the project may apply towards the match.

LCFRB will not reimburse for payments made in cash. Paying in cash does not provide a verifiable audit trail.

### LCFRB Pays within 30 Days

LCFRB pays reimbursement requests within 30 days of receiving a properly completed bill. Properly completed bills include all necessary documentation. Incomplete billings will be returned.

### Information is Public

All information and documentation submitted to LCFRB are public records and open to public review. State law requires recipients of LCFRB grants to agree contractually to disclose information about how they spend their grants. Sponsors must agree to disclose any information subject to the State's Public Records Act.

In addition, LCFRB records and files are public records that are subject to the Public Records Act. More information about the Public Records Act is available on the websites of [Washington State](#).

[Attorney General](#) and [Municipal Research and Services Center](#) for Washington. Contact LCFRB for more information about disclosure practices.

## Payroll

Employee time directly related to the approved scope of work may be reported as a project cost. The reportable amount is the employee's regular rate of pay, including taxes and benefits. Taxes and benefits are eligible only if they are paid when they are due.

## Timesheets

All payroll-related costs must be based on records that accurately reflect the work performed and must be documented on a timesheet. Do not submit copies of the timesheet with the bill unless requested to do so. The timesheet may be in paper or electronically prepared and must meet the following standards:

- Reflect an after-the-fact determination of the actual activity of each employee.
- Account for the total activity for which employees are compensated.
- Be signed or authorized by the individual employee or by a responsible supervisor having firsthand knowledge of the activities performed by the employee.
- Be prepared at least monthly and coincide with one or more pay periods.
- Not be budget estimates or other distributions based on a percentage before the work was performed.

## Travel and Transportation

Travel costs are allowable and limited to the [state per diem rates](#), which are found online. This applies to all levels of the agreement including sub-contractors and consultants, etc. A sponsor must maintain detailed travel information, which includes a name with dates, times, locations, business purpose, and itemized travel costs.

Reimbursements for meals and lodging are limited to the state per diem meal rate in effect for the area of travel. The portion of allowable transportation costs that are directly attributed to the project can be reimbursed. Allowable costs are limited to the current state mileage rate. Other vehicle costs are not allowed, including, but not limited to, insurance, fuel, oil changes, repairs, maintenance, or lease payments.

## Equipment or Tool Use Allowance

If a sponsor uses an organization's equipment or tools, he/she may be able to claim some of the costs as a non-reimbursable amount. If the lower of the purchase price or fair market value of the equipment or tool is at least \$1,000, the sponsor may claim a use allowance. The use allowance is either an established rental rate or the sponsor's calculation but may not exceed the current rental

rate for equivalent equipment or tools in the project area. Equipment use allowance is not allowed for equipment purchased with LCFRB or CRR Habitat Program assistance.

When reporting use allowance, consider all past projects where the equipment was used. The total use allowance reported on all projects combined may not exceed the lower of the purchase price or the fair market value of the equipment or tools. The sponsor must track the time and date of use, location of use, and identification information (make, model, serial number, description, etc.) to be provided upon request. See below for donated equipment or tool use information.

## Donations

Donations:

- Are third-party contributions comprised of monies, goods, or services.
- Are provided at no cost.
- Must be allowable within the project.
- Cannot be reimbursed.
- Cannot include items previously purchased with CRR Habitat Program grants.
- Cannot be reported on more than one grant.
- Must be backed up with a detailed log or third-party donation statement.

## Volunteer Time and Donated Labor

Grant sponsors may use volunteer labor to accomplish the work in the scope of a CRR funded project. Some volunteers work for a few hours or a day; others may work as part of a crew for several weeks or an entire season. The value of volunteer and donated labor is an allowable non-reimbursable match. The direct cost of recruiting, facilitating/coordinating, supervising, and training volunteers or volunteer activity is an allowable cost.

Volunteer or donated labor is time provided by a person without compensation. Labor donations may be valued at the current hourly rate as published by the state or as allowed by LCFRB policy, excluding taxes, benefits, and overtime.

A volunteer may not be paid or reimbursed for his/her time worked or for his/her performance. If someone receives financial reimbursement for his/her time or performance, even if less than the donated labor rate(s) established or allowed by LCFRB, she/he may not be counted as a volunteer. Further, a sponsor may not claim the difference between the value of the labor and the payment as donated labor value (except for corrections labor as described below).

Any paid crew leaders or other workers may not be counted as volunteers. Similarly, if a stipend paid to any worker includes compensation for time worked or performance, he/she may not be counted as volunteers; however, the expense of such wages or compensation paid would be an eligible reimbursable or non-reimbursable cost.

Individuals are still considered volunteers even if they receive a meal and lodging allowance. Some volunteers, in youth crew organizations for example, may receive an AmeriCorp or other educational award upon completion of their service. This is not considered payment for time worked, so they may be counted as volunteers (unless they also receive a stipend or paycheck for their time worked).

For travel to and from the worksite, the sponsor may claim either the hourly labor donation rate or the mileage, not both. If claiming mileage, the labor donation time starts once the volunteer arrives at the project site and begins work. Passengers may claim travel time only.

### **Donated Labor Documentation**

Records must be maintained to verify volunteer hours spent on a project. These records must include the following information:

- Individual's name
- Contact information
- Dates of service
- Worksite or location name
- Description of work performed
- Hours worked
- Individual or crew leader signature

If the volunteer's time is coordinated by a third-party organization, the sponsor must maintain the same level of information.

### **Establishing the Rate**

A sponsor may use a volunteer's current hourly rate, excluding benefits, or use the Washington Employment Security Workforce web page which includes a list of standard labor rates and a link to a list of professional skilled labor rates (search by area and print a copy as the site does not maintain historical rates). Sponsors must document and retain their labor rate justifications.

Use an hourly rate not to exceed the standard labor rate unless a higher rate is justified. A higher rate is justified when work for the project requires an advanced skill level that the volunteer is providing, and the volunteer has met one of the following conditions:

- Obtained a professional or technical certification in the activity
- Completed advanced training in the activity
- Made a living performing the activity
- Has extensive experience in the activity

### **Volunteer Expense**

Volunteers are not free; there is a cost when using volunteers to work on projects. When working with volunteers, sponsors most often will need to recruit, provide basic equipment and tools, and provide some level of training and supervision. Additionally, an organization working with volunteers may need to provide transportation, food, clothing, housing, and specialized clothing, equipment, and tools.

These are all eligible costs. These costs are sometimes incurred internally by a sponsor, and sometimes contracted out (e.g., with an organization such as Northwest Youth Corps or Student Conservation Association).

Sometimes a stipend or living allowance is provided to a volunteer to cover the costs of food and lodging, most commonly for volunteers working on a crew for 1 or more weeks. This cost is eligible if within [state per diem rates](#).

All the above costs are eligible for reimbursement in an LCFRB grant. Sponsors that contract out for volunteer crews must provide a copy of their contracts to LCFRB upon request for expanded back-up documentation.

## Corrections Labor

Corrections labor is work performed by inmates or people performing community services instead of fines or jail time. To value the labor, use the standard labor rate guidance above. The sponsor may claim as a labor donation the difference between the standard labor rate and what was paid for the corrections labor.

## Donated Equipment or Tool Use

Donated equipment or tool use occurs when a third party donates the use of equipment or tools with a replacement value of at least \$1,000. The maximum rate allowable may not exceed the rental rate for comparable equipment or tools in the project area. The total amount reported to all projects combined cannot exceed the replacement value of the equipment or tools. Donated equipment or tool use does not include operator services. Report operator services separately.

## Donated Materials and Supplies

Materials and supplies are considered donated when they are given to the project at no cost. The reported value of donated materials is the market value of the materials or supplies at the time used.

### Products Made or Grown In-house

Plants and other products made or grown by the sponsor or partners. This document provides guidance for sponsors that grow or make products, such as plants and trees, used in LCFRB-funded projects. To be reimbursed for these products, sponsors may report them in one of two ways, as noted below:

- **Reimbursable Cost:** When a per item cost is determined based on identifiable costs related to the production of a product. To be reimbursed for costs associated with the nurture and growth of trees and plants or the production of other in-house products, sponsors must document the actual costs and use a reasonable method for calculating a per item cost. These costs will then be allowed for reimbursement.
- **Non-reimbursable:** When a per item, fair market value cost of a product is determined. If the sponsor can't document the costs as described above, the sponsor may determine the cost of the in-house products by using the fair market value. Fair market value must be shown as a cost per item. This cost then may be used only as match on the project and is reported as a non-reimbursable amount. Sponsors cannot report them as a donation because an organization cannot donate to itself.

## Donated Services

LCFRB considers services donated when provided by a third party at a reduced cost or free to the sponsor. Some examples include surveys, appraisals, and engineering services. The sponsor must retain a copy of the invoice or letter from the organization acknowledging the donation and its value.

## Donated Vehicle Mileage and Animal Stock Use

Mileage donated to the project is limited to the current state rate. Stock animals, such as pack animals, are valued at no more than \$68 a day for each animal. Horses and mules are valued at no more than \$100 a day for each animal.

## Reimbursement Basics

For each bill, report the allowable project costs. All amounts reported to LCFRB are subject to the rules and limits of the project agreement no matter if they are reported as expenditures or non-reimbursable amounts. Report only eligible and allowable project costs to LCFRB.

If the project contains multiple worksites, the sponsor must enter cost details by worksite.

## Billing Components

A bill submitted to the LCFRB consists of detailed cost information, required attachments, and a completed certification.

A complete bill will have the following information at a minimum:

1. Billing Period—Beginning and ending dates during which the costs were incurred.
2. Sponsor Invoice Number—Internal invoice reference number for this billing if applicable.
3. Billing Scope—Enter a brief description of the work included in this billing.
4. Project title and worksites (if applicable) included in this billing.
5. Paid to/Donated by—The name of the vendor or employee to whom the payment was made. For donations, use the donor's name. If the purchase is made with a credit card, reference the credit card company and where the purchase was made. If the cost is to reimburse an employee for a purchase, reference the employee's name and where the purchase was made. If the cost is the use of the organization's own resources, reference the name of the log or journal.
6. Amount—The amount of the payment or transaction, reported as expenditure or non-reimbursable amount.
  - a. Expenditure—The amount of the eligible out-of-pocket costs not paid by another source.

- b. Non-Reimbursable Amount–Eligible costs that may be applied only toward the match share. Amounts paid for by a third party are considered non-reimbursable. If it is paid for by another grant, it is non-reimbursable.
7. Description–A specific description of the items purchased, or services performed. General descriptions such as the employee’s job title, (i.e., “subcontractor,” “per diem,” “payroll,” or “supplies”) is not acceptable. LCFRB encourages the sponsor to show the calculation used to determine items such as mileage, per diem, and payroll. NOTE: For credit card purchases please include the original purchase date as the payment date of the credit card statement is usually a much later date.
8. Check/Document Number–This can be any of the following:
  - a. A Payment Number–This includes check numbers, electronic fund transfer (EFT) numbers, or any other number that creates a verifiable audit trail. If using a credit card, use the actual check number that paid the credit card debt.
  - b. Log or Journal Number–The number of an entry into the sponsor’s records that shows the expense.
  - c. Payroll–It is acceptable to use “Payroll” as the document number.
  - d. Debit card–It is acceptable to use “debit card” as the document number if another number is not available. The bank statement must show the debit transaction and be made available to LCFRB.

Unacceptable check or document numbers include a field order number, purchase order number, or invoice number. Unacceptable terms are “payment pending,” “accrued,” “cash,” or “currency”.

No duplicate check or document numbers are allowed.

9. Transaction Date From–The date the payment was made. If the cost is not a payment, use the date the entry was made to the records. For payroll, donations, logs for postage, mileage, and copier use, a date range may be used.

### **Equipment Costs**

If the purchase of equipment is eligible in the agreement, all the elements above are required for each piece of equipment purchased. In addition, the following items are required:

- Serial number
- Model number
- Purchase price
- Location where it is housed or stored
- Copy of the invoice
- Photograph of the equipment



## Billing Attachments

The sponsor can attach documents related to the bill, and required attachments based on costs billed. Examples of these may be expanded backup documentation, appraisals, equipment information, and others as required. For personal service contracts, the sponsor must include a detailed itemization for everything on the invoice.

### Other

- Incomplete information may result in the billing being returned to be corrected.
- Submit the final billing before submitting the final report.
- Adjustment to previously submitted billings must be corrected before the next billing will be approved.

## Billing Deadlines and Limits

The sponsor must bill LCFRB at least once during the state's fiscal year (July 1-June 30) if project expenditures have been paid. If there have been no expenditures paid during the year, a bill is not required, but the sponsor must fill out a progress report and submit it to LCFRB.

LCFRB generally does not allow billing more than once a month for each project. LCFRB reserves the right to delay processing reimbursement requests under \$500.

The sponsor will not be paid the final 10 percent of project funds until all deliverables have been received.

## Payment Calculation Factors

LCFRB calculates the amount of the payment based on many factors, including the following:

- LCFRB and sponsor share
- Eligible out-of-pocket expenditures
- Eligible donations
- Eligible project costs that will be or are funded by another grant
- Total project costs
- Project agreement contract limits
- Architectural and engineering and administrative limits
- Retainage

## LCFRB Sponsor Monitoring

LCFRB reviews all grant costs in each bill. Sponsors will be required to submit original documentation of costs and sponsors will maintain copies of all documentation. LCFRB might ask for additional information, including backup documentation, or visit the sponsor for a more detailed review of the financial documents.

## Record Retention

To meet state retention policies, sponsors must keep the following original documents for each bill submitted on file for at least seven (7) years after LCFRB closes the project:

- Invoices and receipts
- Timesheets
- Copies of payments (checks, warrants, bank statements, etc.)
- Copies of internal transactions
- Travel and mileage logs
- Records pertaining to a use allowance for sponsor-owned equipment
- Competitive bidding documentation
- Donation logs and statements
- All books, records, documents, data, and other materials relevant to the grant agreement

The records must support all project-related costs reported to LCFRB and be made available upon request. If any litigation, claim, or audit is started before the end of the 7 years sponsors must keep the records until all litigation, claims, or audit findings involving the records have been resolved.

## Indirect Costs

Indirect costs are eligible costs in CRR projects. Indirect rates are costs that are not directly accountable to a cost object in a particular project, such as overhead, administrative, and personnel costs. The sponsor organization has four options for indirect costs:

1. Do not charge indirect costs to the project,
2. Use an indirect rate approved by a federal agency (will need to provide a copy of your organization's approved indirect cost rate agreement),
3. Use a de minimus rate of 10% of Modified Total Direct Costs (MTDC) (as defined by 2 CFR 200.414 (f)),
4. Use an indirect rate negotiated between LCFRB and your organization.

## CRR Cash Advance Policy

LCFRB recognizes that sometimes project sponsors may not have the cash available to implement parts of approved projects, so short-term cash advances are available.

To comply with state law, LCFRB has established an advance policy for private entities and one for public/quasi-public entities. A public/quasi-public entity is defined as an entity established or authorized by law that would not constitute a private service provider under [Revised Code of Washington 43.88.160\(5\)\(e\)](#).

For all sponsors, both private and public/quasi-public, the following shall apply:

- Advances may not exceed 50 percent of the balance of the LCFRB share of the agreement and may be restricted to less than that amount.
- Advances are not automatically granted. LCFRB may decline any request it deems

necessary to ensure the integrity of the program.

- LCFRB reserves the right to inspect sponsor records on any advance.
- Advance agreements (Appendix E) shall be signed by the financial authorizing authority in an organization receiving advances and shall be renewed every 2 years.

### **Public/Quasi-Public Entities**

- The sponsor must submit a cash advance request (Appendix F) including the reason for the advance.
- Advances shall be approved for periods to cover only expenses anticipated over the immediate 90-day period.
- Advances and required match must be fully and properly expended within 90 calendar days of release.
- A complete bill must be submitted within 120 calendar days of the payment date of the advance. The bill must be received at LCFRB by 5 p.m., Pacific Standard Time, on the due date. The advance payoff due date is included in the communication on paid advance requests. If the due date falls on a weekend or holiday, the due date will be moved to the previous business day.
- If LCFRB staff has follow-up questions or further inquiries about the advance documentation submitted by a sponsor, the sponsor shall have 5 business days from the date of contact by LCFRB to fully respond to the request for additional or clarifying information. An incomplete response to an LCFRB request may result in a finding of noncompliance (see below).
- A sponsor may have only one active advance request per project at any one time.

### **Private Entities**

- The sponsor must submit a cash advance request and provide the reason for the advance. Advances shall be approved for periods to cover only expenses anticipated over the immediate 30-day period.
- Advances and required match must be fully and properly expended within 30 calendar days of release.
- A complete bill must be submitted within 60 calendar days of receipt of the advance and proof of expenditures properly and fully made. The bill must be received at LCFRB by 5 p.m., Pacific Standard Time, on the due date. The advance payoff due date is included in the communication on paid advance requests. If the due date falls on a weekend or holiday, the due date will be moved to the previous business day.
- If LCFRB staff has follow-up questions or further inquiries about the advance documentation submitted by a sponsor, the sponsor shall have 5 business days from

the date of LCFRB contact to fully respond to the request for additional or clarifying information. An incomplete response to an LCFRB request may result in a finding of noncompliance (see below).

- No more than one advance may be active at any one time. An advance must be satisfied (completed and reconciled) before another advance can be provided.

## **Satisfying the Advance**

Advances are satisfied after the sponsor has submitted a bill and received approval. The bill must reflect the full amount of expenditures and amount of match required.

### **Example**

Organization XYZ has a grant agreement that states the funding split is 85 percent LCFRB and 15 percent project sponsor. In this scenario, the sponsor received an advance for \$17,000 and now is submitting a bill to satisfy (reconcile) the advance. To satisfy the advance, the bill must include the advance amount plus required match.

- Advance Amount: \$17,000  
Total costs that must be reported (\$17,000/85 percent): \$20,000

In this example, the total costs reported must be at least \$20,000. This must include at least \$17,000 in expenditures and the additional \$3,000 can be either expenditure or match.

## **Noncompliance with Advance Policy**

Any noncompliance shall be applicable to the sponsor and not by project. Any offenses will be cumulative and will not reset.

Failure to comply with the LCFRB cash advance policy and requirements shall result in suspension of all advances for 1 year or more for the sponsor. For any offense, repayment of the advance balance plus a 1 percent per month fine on any unaccounted-for advance balance will be charged. This shall begin to be assessed 30 days from the end of the advance closing date.

Any suspension of advances will begin the day after the due date of the advance.

Additionally, LCFRB may make a referral to the Attorney General or State Auditor if expenditures cannot be properly accounted for.

The Director or designee may authorize changes to this policy for individual projects.

## **Closing A Project**

LCFRB will close out the project when it determines that all applicable administrative and programmatic requirements of the agreement have been met, or when the project has been terminated. Close out does not affect any of the following:

- LCFRB's right to disallow costs and recover funds on the basis of a later audit or other review or failure to complete the project.

- The sponsor's obligation to return any funds due as a result of later refunds, corrections, or other transactions.
- Records retention and access as required.
- Future audit requirements.

## **Retainage**

LCFRB generally holds a portion of the grant funds, usually the final 10 percent, until the project has been completed, inspected, and all required documentation is approved. The amount of funds withheld (retainage) and the timing varies based on sponsor's performance and compliance with the terms of the agreement.

## **Final Inspection**

Before final acceptance of the contractor's work or accepting a project as complete, the sponsor shall request a final inspection by LCFRB. The inspection should be requested soon enough so that it may be performed before substantial completion and while the contractor still is within the performance period. The final inspection will review the following:

- Completion of the project scope of work as described in the agreement
- Site appearance and construction quality

## **Administrative Close-out**

Within 90 days after the grant agreement end date, all financial, performance and other reports required by the terms of the agreement must be provided to LCFRB. These may include but are not limited to the following:

- Final report
- Final request for reimbursement
- Add/complete project details in the Salmon Recovery Portal (SRP)
- Before and after photos
- As-built, record-drawings, or conformed set drawings
- Any cultural resources reporting requirements
- Project boundary and final boundary map acceptance
- Any outstanding amendments that have been requested and processed
- All other required documents

After the project sponsor has completed all administrative steps to close the project, the LCFRB Program Manager will ensure the project was completed in accordance with the scope of work and LCFRB policies.

If the project was not completed as described in the agreement and LCFRB policies, the sponsor will be notified of the actions necessary to bring the project into compliance or the amount to be charged back against the project.

## **Final Payment**

Within 30 days of receiving all deliverables, including administrative close out documents,

LCFRB will make final payment to the sponsor. The final payment will include any retainage and reflect any necessary adjustments to the eligible costs.

# Section 5: Appendices

## Appendix A : Glossary

**Acquisition project:** A project that purchases or receives a donation of a right to or in real property including, but not limited to, fee simple land acquisition, conservation easement, access/trail/recreational easements, covenants, leases, water rights, and mineral rights.

**Acquisition Administration Costs:** Those costs in an acquisition project that do not include the direct land purchase or related incidental costs. The maximum administrative cost that may be requested is 5 percent of the total acquisition. Examples of administrative costs are project management, landowner negotiations, and grant reporting. Subject to agreement limitations defining the maximum amount allowed.

**Administration or Architectural and Engineering (AA&E):** Costs that support construction of the project; typically design, consultant, and directly related office functions. These costs are limited to the percentages identified in the project agreement. Subject to agreement limitations defining the maximum amount allowed.

**Allowable Costs:** Costs that are reasonable, necessary to complete the approved scope of work, eligible in the grant program, documented adequately, and incurred during the period of performance set forth in the project agreement.

**Approved Scope of Work:** The description of the project in a fully executed agreement that may include worksites and work types.

**Billing Period:** The specific period of time in which costs were incurred for the project.

**Composite Rate:** Hourly rate calculated based on actual employee's salary and employer's portion of taxes and benefits averaged over a time period. May be used to charge the grant.

**Construction Costs:** Costs directly related to the development or restoration of a project, including the cost of permits and boundary line surveys. This excludes architectural and engineering and administration costs.

**Conversion:** A conversion occurs 1) when property acquired or restored in the project area changes to a use other than that for which funds were approved, without obtaining prior written approval from LCFRB or the Board, 2) when property interests are conveyed to a third party not eligible to receive grants in the program from which funding was approved without obtaining prior written approval from LCFRB or the Board, or 3) when obligations to maintain the funded property are not complied with after a reasonable opportunity to cure.

**Corrections Labor:** Work performed by inmates or people performing community service instead of a fine or jail time.

**Corrective Action Plan:** A plan provided by a sponsor detailing how he or she will correct a non-compliance item related to a financial audit finding.

**Cost Basis:** The lower of the purchase price or the fair market value for equipment or tools, established on the initial use in a LCFRB project.

**Cost Category:** The class of costs associated with specific project types.

**Cost Type:** Expenditure or non-reimbursable amount.

**Cultural Resources:** archaeological and historical sites and artifacts, and traditional areas or items of religious, ceremonial, and social uses to affected tribes.

**Direct Costs:** Costs that can be related directly to the project. This does not include overhead or indirect costs except as allowed by federal funding rules for projects with a federal funding component.

**Donated Equipment Use:** A third-party donation of the use of equipment with no financial reimbursement.

**Donations:** Contributions to the project from third parties.

**Donated Labor:** Labor provided to the project by a volunteer without compensation.

**Donated Materials or Supplies:** A third-party donation of materials or supplies provided free to the project.

**Donated Real Property:** A third-party donation or transfer of privately-owned real property at a reduced cost or free to the sponsor.

**Donation Statement:** A statement from the donor acknowledging his or her contribution to the project. This statement could be a letter, signature, invoice, or other documentation.

**Eligible Costs:** Specific costs as identified in the agreement, program manuals, and project type manuals.

**Equipment:** Tangible property (other than land, buildings, and related improvements with a useful life of more than 1 year and with a cost basis of \$5,000 or more. Certain programs may have different limitations, please check the programmatic limits for equipment.

**Equipment or Tool Use Allowance:** A non-reimbursable amount that may be reported if the sponsor uses his/her own equipment or tools with a cost basis of \$1,000 or more.

**Expenditures:** The amount of allowable, out-of-pocket costs not paid by another funding source and reported on the cost report.

**Final Report:** Submitted in SRP for each project upon completion. Required before final payment can be released.

**Indirect Costs:** Any cost not directly allocable to the project. Indirect costs may be eligible for reimbursement.

**Long-term obligation:** A sponsor's contractual obligation after the project period of



performance end date, as specified in the grant agreement, applicable regulations, policies, and manuals.

**Mileage Rate:** The current state per mile rate used for reimbursing vehicle costs.

**Milestones:** Dates established in the project agreement that identify deadlines for key tasks.

**Non-compliance:** A project status that results when the sponsor or LCFRB identifies a compliance issue.

**Non-reimbursable Amount:** Eligible donations, equipment and tool use allowance, and project costs paid by other grant sources reported on the cost report. Non-reimbursable costs may be applied only toward the match share and will not result in any payment of the reported costs.

**Out-of-Pocket Costs:** Allowable project expenditures incurred by the sponsor and not reimbursed by another funding source.

**Personal Services Contract:** Agreement between LCFRB and a consultant to provide professional or technical expertise to accomplish a specific study, project, task, or other work statement.

**Pier Diem:** The current state rate used to reimburse for lodging, meals, and mileage.

**Pre-agreement Costs:** Costs incurred before an executed project agreement.

**Professional and Skilled Labor:** Labor performed by a professionally skilled individual who has obtained a professional or technical certification, completed advanced training, has made a living performing those activities, or has extensive work experience in the activity. Skilled laborers must perform their "skilled" services to be eligible for skilled labor rates.

**Progress Report:** A report submitted by the sponsor that details the progress of the project for a specific period of time.

**Project:** The undertaking that is funded either in whole or in part with funds administered by LCFRB.

**Project Agreement:** The document that details the scope, grant funding, timeline, and other restrictions.

**Project area:** A geographic area that delineates a grant-assisted site, which is subject to the grant agreement long-term obligations.

**Reimbursement:** Payment of costs deemed allowable in the project agreement. These costs must have been paid already by the sponsor. Sponsor submits a request for reimbursement to LCFRB.

**Remediation:** Actions taken by a project sponsor to restore or replace changed elements or to correct conversions.

**Restoration Project:** A project that brings a site back to its historic function as part of a natural ecosystem or improving the ecological functionality of a site.

**Restricted Status:** Inability for a sponsor to receive a reimbursement from LCFRB or conduct contract actions. Usually results from lack of responsiveness to LCFRB requests. This status would be removed once LCFRB receives a satisfactory response.

**Retainage:** The portion of a grant's final payment that is withheld by LCFRB until the project is complete.

**Sponsor:** The recipient of a grant or contract administered by LCFRB.

**Standard Labor Rate:** The rate for work performed that generally does not require any experience or technical or special training.

# Landowner Agreement

This Agreement, dated and effective beginning the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is made and entered into by and between the Landowner and Grantee identified herein. The parties intend that all terms of this Agreement shall remain in effect for a period of ten years from the date of project completion, and the agreement shall be binding on all successors in interest during this time. The date of project completion is the date of final payment to the project sponsor (here Grantee), as defined in the LCFRB Project Agreement. It is the responsibility of the Grantee to inform the landowner of this date.

Landowner Name (Landowner):

Street Address:

City, State, Zip Code:

Project Sponsor (Grantee):

Grantee Name:

Street Address:

City, State, Zip Code:

## Purpose of Landowner Agreement

The purpose of this Agreement is to identify and confirm the terms, conditions and obligations agreed upon between the Grantee, who is undertaking a project (Project) funded by the Lower Columbia Fish Recovery Board (LCFRB) and Tacoma Power, and the Landowner, who owns the property on which the Project will take place.

The Grantee and Landowner mutually agree to participate in conducting the salmon habitat improvement activities described below on lands owned by Landowner in \_\_\_\_\_ Watershed (Water Resource Inventory Area), \_\_\_\_\_ County, State of Washington, Tax Parcel No. \_\_\_\_\_. The activities also are described in, and in accordance with, the LCFRB's Project Agreement No. \_\_\_\_\_ dated \_\_\_\_\_, into which this agreement, once signed by both parties, becomes incorporated herein.

## The Grantee Agrees to:

1. Be responsible for the design and installation of the project, and the conduct and activities of its staff, agents, and representatives.
2. Provide the Landowner with a timeline of estimated dates of Project activities, including start and completion dates, and to keep the Landowner informed of progress.
3. Conduct the project-related activities described in the Project Description, as appended to this agreement.
4. Leave all remaining portions of the property in as near pre-project condition as reasonable, or as otherwise agreed upon in writing with Landowner.

5. Inform Landowner of project completion and the dates for this Agreement.
6. Hold harmless the landowner from any liability associated from injuries or damages occurring to workers implementing the project.
7. Identify the specific maintenance and/or monitoring activities that will be provided by Grantee in Attachment A (Include frequency and duration).

### **The Landowner Agrees to:**

1. Provide reasonable property access to the Grantee to plan, implement, and complete the project, and to conduct the long-term maintenance and monitoring activities, as described in the Project Description attached to this agreement.
2. Provide the Grantee, LCFRB and Tacoma Power, or their employees, agents, representatives, contractors, or assignees, the right to enter the land, at reasonable times, and upon reasonable notice. Entry is solely for project implementation and management purposes, to inspect completed work and to monitor long-term success of the completed project. Except in case of emergency, reasonable notice shall be given at least 48 hours before entry.
3. Not intentionally compromise the integrity of the project;
4. Inform Grantee of all known safety hazards on the property;
5. Identify the specific maintenance and/or monitoring activities that will be provided by Landowner in Attachment A (Include frequency and duration).

Landowner has no obligation to provide access to parties other than the Grantee, LCFRB and Tacoma Power, or their employees, agents, representatives, contractors, or assignees. For the purposes of viewing the Project for information or educational purposes, Landowner and Grantee must mutually agree before such third-party access is offered.

### **General Terms**

The Landowner shall notify the Grantee of changes in ownership of the property on which the Project is located within thirty (30) days of transfer. In the event of such transfer of ownership, the Landowner shall provide a copy of this Agreement to the succeeding owner prior to such transfer. The Landowner's written notification to the Grantee will include the name of the new landowner. The sponsor then will contact the new landowner to determine whether or not the landowner agrees to continue the landowner's specific maintenance, monitoring, and reporting responsibilities as described in Attachment A (if applicable), and to not intentionally compromise the integrity of the project. If the new landowner agrees, please provide a copy of the new landowner-signed statement to continue the landowner's monitoring, maintenance, and reporting responsibilities as described in Attachment A.

To comply with archaeological and cultural resources requirements, Grantees may have to complete a cultural resources survey in response to any cultural resources concerns that might arise. Grantees will notify the landowner if a consultation is required. If required, consultations must be completed before construction begins.

This agreement may be terminated by the Grantee, if in its discretion, it determines that circumstances have rendered the Purpose of this agreement impractical to achieve. Termination also may be sought by either party by providing written notice to the other party. Such termination shall be effective only after authorized representatives of both parties have agreed in writing to such termination and LCFRB has been provided a thirty (30) day advance written notice of such termination. If, in the event the project is intentionally removed, destroyed, or otherwise compromised in function, or if successor Landowners do not agree to the terms of this Agreement, LCFRB reserves the right to seek appropriate legal remedy.

This Agreement does not authorize the Grantee or LCFRB to assume jurisdiction over, or any ownership interest in, the premises. The Landowner retains sole responsibility for taxes, assessments, damage claims, and controlling trespass. The Landowner also retains all benefits and enjoyment of the rights of ownership except as are specifically provided in this agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

---

Grantee

Date

---

Landowner

Date

Provide a copy of this Agreement, and any amendments to this Agreement, to the Lower Columbia Fish Recovery Board, 11018 NE 51<sup>st</sup> Circle, Vancouver, WA 98682

### **Attachment A: Project Description and Maintenance Responsibilities**

1. Written description of the project-related activities that will occur on Landowner's Property (consistent with project cost elements) and the anticipated salmon or environmental quality benefits: (Include restoration/enhancement activities and any long-term maintenance needs and effectiveness monitoring activities that will occur in future years.)
2. Describe the maintenance and monitoring responsibilities of both the Landowner and Grantee for the term of this agreement. Include the activities, frequency and duration of work to be performed.

## Appendix C : Landownership Certification Form

### Landownership Certification Form

The intent of this form is to ensure that the sponsor has reviewed property information and that there are no encumbrances that would adversely affect the ability to restore the property. This form is **required** to be submitted for all restoration projects.

The \_\_\_\_\_ [*insert project sponsor name*], as Sponsor of Project # \_\_\_\_\_ [*insert project number*] titled \_\_\_\_\_ [*insert project name*] certifies that \_\_\_\_\_ [*insert landowner(s) name(s)*] has/have fee ownership of the property. The Sponsor further certifies that they have discussed the project with \_\_\_\_\_ [*insert landowner(s) name(s)*] and / or reviewed current title information for the property, and that:

- There are no existing deed restrictions, liens, easements, or other encumbrances that would impede construction, operation, or maintenance of the project.

**OR**

- Existing deed restrictions, liens, easements, or other encumbrances may have immediate or potential impacts to construction, operation, or maintenance of the project. **Provide further explanation below.**

---

Signature of Authorized Agent of the Project Sponsor

Title \_\_\_\_\_

Date \_\_\_\_\_

## Appendix D : Restoration Stewardship Plan Outline

### Restoration Stewardship Plan Outline

Project sponsors that have completed a restoration project must provide a stewardship plan at the close of the project. A plan is necessary to ensure the landowner will maintain the project area at least ten years after completion. Please complete the information below, sign, and return this form to LCFRB at the close of the project.

Project Title: \_\_\_\_\_

Project Number: \_\_\_\_\_

1. **Project Purpose.** *State the project goals and objectives. Goal statements should articulate desired outcomes (your vision for desired future condition) and what species benefit from those outcomes. Objectives are statements of specific outcomes that typically can be measured or quantified over time.*
2. **Project Description.** *Provide a written description of the project-related activities that occurred with this grant. Include any future restoration/enhancement activities anticipated.*
3. **Monitoring and Maintenance Responsibilities.** *Describe planned maintenance and monitoring activities, including the frequency and duration of each activity to be performed, and who will be responsible for the work.*
4. **Planned effectiveness monitoring** *activities to occur in future years, if relevant.*

---

Grantee/Landowner

Date

## Appendix E : Cash Advance Agreement

**[SPONSOR]** will request and utilize cash advances during the course of its LCFRB Grant Agreement. In order to obtain cash advances, **The [SPONSOR]** acknowledges and shall adhere to the following LCFRB policy:

To obtain an advance:

- Advances shall be approved for periods to cover only expenses anticipated over the immediate 30 or 90 day period applicable to the sponsor organization.
- Advances and required match percent must be fully and properly expended within 30 or 90 calendar days of receipt applicable to the sponsor organization.
- A complete billing must be submitted within 60 or 120 calendar days from payment date of the advance applicable to the sponsor agency.
- Paperwork for prior advances must be reconciled in order to receive another advance.

Failure to comply with the LCFRB Cash Advance Policy and Requirements set forth above shall result in the following:

- A first noncompliance offense shall result in suspension of all advances for three months for the sponsor.
- A second noncompliance offense shall result in suspension of advances for six months for the sponsor.
- A third noncompliance offense shall result in suspension of all advances for the sponsor.
- For any offense, repayment of the advance plus a one percent per month fine on any unaccounted for advance balance.

Additionally, the Lower Columbia Fish Recovery Board may:

- Make a referral to the Attorney General or State Auditor if expenditures cannot be properly accounted for.

**The [SPONSOR]** hereby acknowledges and agrees to the cash advance policy set forth.

Name and Organization

Date



## Appendix F : Cash Advance Request Form

Submit with signed CRR Invoice Voucher

**Sponsor Name:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Invoice Number:** \_\_\_\_\_

**Request Amount:** \_\_\_\_\_

**Date:** \_\_\_\_\_

The Advance is for the following purpose(s):

### Sponsor's Certification

1. Sponsor will fully and properly expend the advance within 30 or 90 calendar days of receipt applicable to the sponsor organization.

2. Sponsor will submit a billing within 60 or 120 calendar days of receipt of the advance and provide proof expenditures have been properly and fully made before or immediately after the 30- or 90-day advance period ends. The sponsor must account for match when reconciling the advance. A complete accounting of the advance and sponsor match must be submitted to LCFRB by the date noted at the bottom of this form.

3. I understand that failure to comply with Number 1. above could result in the following:

a. LCFRB requiring repayment of the advance plus interest,

b. Denial of future advances to the sponsor,

c. Suspension of all current projects and no new agreements,

d. Other remedies as provided in the grant agreement and/or

e. Referral to the Attorney General or State Auditor.

4. Cash Advance Agreement must be on file with the Lower Columbia Fish Recovery Board.

Sponsor

Signature

Date

Title

*LCFRB use only: To extinguish this advance, eligible and allowable expenditures, match and/or cash must be returned by \_\_\_\_\_ . (60 or 120 days from receipt of Advance Payment.)*