



MARION SWCD

Landowner Assistance Program “LAP” Cost-Share Grant

FUNDING AGREEMENT:

Between

XXXX XXXXX (“Cooperator”)

And

Marion Soil and Water Conservation District (“District”)

Agreement No: **LAP-20-19-XXX**

End date: **May 31, 2019**

Project Name: **Grassed Waterway and Underground Outlet**

Award Amount: **Not To Exceed \$3,825.00**

PURPOSE

The purpose of this Funding Agreement is to clarify District and Cooperator responsibilities in planning and installing one or more conservation practices (“Practice”) funded by the District’s Landowner Assistance Program “LAP” cost-share grant.

This Agreement pertains solely to the Landowner Assistance Program Application Number **LAP-20-19-XXX** submitted by the Cooperator as the “Applicant/Entity” listed therein, and for the purposes of planning and installing one or more conservation “Practice(s)” described in the application and in the table “Conservation Practices Funded Under this Agreement” on page 4. The parties acknowledge that decisions related to the ownership and management of the property are the responsibility of the Cooperator, not the District.

The Cooperator acknowledges that in order to receive cost-share payments from the District, the funded Practice(s) must be installed according to standards and specifications provided by, or agreed to by, the District or USDA Natural Resources Conservation Service (NRCS), and within the agreed-upon timeline. If the Cooperator or his/her contractor decides to substitute materials or change the design, layout, or installation procedure of one or more Practices that this Agreement is intended to fund – without prior consultation with and written approval of the District or NRCS (whichever entity is providing technical assistance for the Practice) -- the District reserves the right to reduce or deny reimbursement of the costs of materials and/or installation of the affected Practice(s). **If you or your contractor wish to change the design, materials, or installation procedure, call your Planner first.**

The Cooperator’s initials confirm that s/he has read and accepts the above terms: _____

EFFECTIVE DATE, DURATION, DOLLAR LIMITS, AND PROJECT TIMELINE

This document, including all materials incorporated herein by reference, constitutes the entire LAP Funding Agreement between the District and the Cooperator. It pertains only to funding of the Practice(s) through the Landowner Assistance Program. It includes:

- Landowner Assistance Program Grant Application No. LAP-20-19-XXX
- Landowner Assistance Program Application Instructions
- EXHIBIT A: Project Contacts Form

EXAMPLE

- EXHIBIT B: Signature Authorization Form
- EXHIBIT C: Conservation Practice specifications/design provided by/agreed to by District conservation staff and signed by the Cooperator
- IRS W-9 form (to be kept in a secure file in the District office)

This Agreement goes into effect when the District, the Cooperator, the Landowner (if different from the Cooperator), and the fiscal agent (if applicable) have signed it. It will terminate May 31, 2019, unless earlier terminated, or unless extended by mutual agreement.

Timeline: Installation of Conservation Practice(s) is anticipated to take place between (dates) December 6, 2018 and May 31, 2019.

The District agrees to provide the Cooperator up to a maximum, not to exceed, total of **\$3,825.00**, under this Agreement, for the purpose installing the Practice(s) described in this Agreement. Refer to the Project Budget. Payment will be made on a reimbursement basis. Payment requires acceptable documentation of the Cooperator's actual costs and verification by the District that the Practice(s) has been satisfactorily installed/completed according to the Practice design and specifications provided by, or agreed to by, the District or NRCS.

Work that takes place before this Agreement is signed by all parties will not be paid for using District funds and will not count toward the Cooperator's share. If this Agreement allows costs incurred before the date of signature to be reimbursed or counted as match, the District Manager will initial here and specify allowed costs: _____

In-kind contributions made by the Cooperator after the signature date (or before that date if initialed and specified above) may be counted toward the Cooperator's share but will not be paid for using District funds.

COOPERATOR RESPONSIBILITIES

The Cooperator is responsible for managing the installation and upkeep of the Practice(s). The Cooperator is fully accountable for all District funds received. In order to be eligible for reimbursement, such funds may be used only for purposes approved by the District.

The Cooperator shall:

1. Determine the need for and obtain any necessary permits before beginning work. Prior to release of funds, to submit evidence that all applicable permits and licenses from local, state, or federal agencies or governing bodies have been obtained.
2. Locate any utility lines before construction begins. (Call before you dig.)
3. It is the Cooperator's responsibility to verify property lines and ensure that Practice(s) are installed inside the boundary of the Cooperator's property.
4. Purchase any materials needed for the installation of the Practice(s). Before taking delivery, the Cooperator will confirm with the District that the materials are acceptable and meet specifications.
5. Carry out, hire or contract for the installation of the Practice(s). The Cooperator is responsible for the employment, supervision, and work assignments of its employees and/or contractors, and for executing and enforcing any contracts and agreements the Cooperator enters into for getting the Practice(s) installed. The Cooperator is solely responsible for any and all costs incurred.
6. Rent or otherwise provide any equipment needed for the installation of the Practice(s).
7. In order for the Cooperator to feel comfortable with whomever will be doing the work, and to feel confident that materials are of sufficient quality and reasonable price, it is

EXAMPLE

advisable, but not required, that the Cooperator solicit least three informal price quotes for all required materials and labor. The Cooperator may choose the provider whose quote or proposal will best serve the interests of the Cooperator and the District. Factors to be considered may include price, product functionality, and suitability for the intended purpose, contractor experience, and contractor responsibility.

8. The District recommends that all contractors be licensed, bonded, and insured. If agreed upon in advance, the District will reimburse the Cooperator as outlined in the project budget for work performed by a qualified contractor or paid employee of the Cooperator; additional proof of contractor qualifications and/or Cooperator's employee-employer relationship may be requested. The District will not reimburse the Cooperator for work performed by volunteers, friends, neighbors, or others.
9. The Practice(s) must be planned and installed according to technical standards and specifications provided by or agreed to by the District or NRCS. If the Cooperator decides to install a Practice to higher specifications, the Cooperator will pay the difference in cost. Payment will not be made until the installation has been inspected and approved by the District or NRCS.
10. Complete Practice installation within the time period described in this Agreement and the Landowner Assistance Program application associated with this Agreement.
11. Manage the property and maintain the funded Practice(s) for its (their) design life, in the table "Conservation Practices Funded Under this Agreement" on page 4.
12. Repair or replace work that is damaged by normal use or ordinary natural events.
13. Permit the District (and NRCS if applicable), and its officers, agents, employees, contractors and invitees to enter onto the property to inspect the work as it is carried out and monitor the condition and effectiveness of the Practice(s) following installation. The District (and NRCS if applicable) will provide reasonable notice to the Cooperator of such entry, which shall be at times agreeable to the Cooperator.
14. Practices installed with financial assistance shall be properly maintained and shall be used in a manner that is consistent with the purposes for which they were designed and installed. If a Practice is removed or modified during its minimum effective life, as stated the table "Conservation Practices Funded Under this Agreement" on page 4 without consent of the District, or if the Practice is used in a manner that directly conflicts with its intended function and natural resource benefit, the Cooperator may be required to return some or all of the District's funds. If title to this land is transferred to another party before the end of the effective life, the Cooperator will tell the new owner about this Agreement and advise the District.
15. If agreed to by the Cooperator: Allow a sign to be placed at the site (at the District's expense) indicating Practice type and funding source, and/or allow one or more tours of the Practice site if scheduled at a convenient time.
16. Provide the District with documentation of paid and unpaid labor, plus all receipts and invoices (original or photocopy), within 30 days after Practice installation. If this Agreement involves more than one Conservation Practice or phase, payments may be requested as Practices/phases are completed and inspected by the District or NRCS. Such payments will be made at the District's discretion. Payment will not be made until the District has received the appropriate documentation for the request.
17. Provide documentation of the Cooperator's in-kind contribution of labor and materials, and of any matching cash funds received from other sources, if applicable.
18. Provide the District a narrative report of the project, within 30 days after project completion, assessing the success (or failure) of the completed practice(s), to include:
 - a. A summary of the actions in the construction and installation of the practice(s),
 - b. A summary of the expected benefits to the natural resources,
 - c. Photographs of the completed project

EXAMPLE

19. All documentation, including receipts, invoices, documentation of in-kind contributions, and the narrative report are to be sent to the attention of Susan Ortiz (contact information below) and are to reference LAP Award Number LAP-20-19-XXX.
20. To ensure that all funded Practices are completed, it is expected that the expenses associated with each Practice will follow the Project Budget submitted on the Landowner Assistance Application associated with this Agreement. The Budget may be adjusted with the District's written permission. The District will not pay expenses that exceed the amount of LAP funds awarded.

DISTRICT RESPONSIBILITIES

The District is responsible for providing technical assistance to the Cooperator for the planning (if applicable) and installation of the funded Practice(s). This technical assistance may be provided by NRCS, or a qualified engineer, on behalf of the District. The District is responsible for providing cost-share funding for the planning (if applicable) and installation of the Practice(s).

The District shall:

1. Provide technical assistance regarding the planning and/or installation of the Practice(s). This assistance will include providing or approving Practice design/specifications before installation.
2. The District shall pay the Cooperator based on invoices and/or receipts for agreed-upon Practice-related costs, up to the maximum amount provided in this Agreement. See the bulleted notes located below the table on this page.
3. Monitor the progress and effectiveness of the work at agreed-upon frequencies.
4. Prepare reports about the Practice(s), including but not limited to the results and condition of the work, which shall be public records.
5. Any time it is determined that the work to be completed under this Agreement is not being done in the prescribed time and manner, the District or NRCS will advise the Cooperator of any issues or concerns and request, if necessary, an amendment to this Agreement to reflect any adjustments, including the dollar amount.
6. If the Cooperator receives payments from the District exceeding \$600 in any calendar year, the payments may be considered reportable income by the IRS. If applicable, the District will submit a 1099 form to the IRS and to the Cooperator. The Cooperator should consult a tax advisor about reporting the payments as income and about whether the Practice-related expenses may be included as deductions on his/her tax returns.

EXAMPLE**CONSERVATION PRACTICES FUNDED UNDER THIS AGREEMENT**

Conservation Practice Code Number	Conservation Practice Title	Life Expectancy of Practice	Units of Applied Conservation (Acres, linear feet, etc.)
412	Grass Waterway	10 years	5 acres
620	Underground Outlet	10 years	710 linear feet

PROJECT BUDGET CONSERVATION PRACTICES FUNDED UNDER THIS AGREEMENT

Expense Category	Total Budget	Cooperator's Share	District's Share
Materials and Supplies	\$3,800	\$3,800	\$0
Contracted Services	\$1,050	\$25	\$1,025
Equipment Rental	\$2,800	\$0	\$2,800
Production Costs	\$0	NA	\$0
TOTAL	\$7,650	\$3,825	\$3,825

Notes:

- Refer to the Landowner Assistance Program Application – Project Budget associated with this Agreement.
- Payments will be made to the Cooperator. The District does not pay contractors and vendors directly.
- The Cooperator's share may include cash, in-kind contributions, or a combination thereof.
- The Cooperator will not receive payment for expenses that are paid by other funding sources, nor for donated or unpaid labor, donated materials, and other in-kind contributions.
- The Cooperator must document that s/he has contributed the agreed-upon dollar value of cash and/or in-kind match, or has contributed the agreed-upon percentage of costs to date, before payment will be made by the District.
- The Cooperator may not go over the total budgeted amount for any given Expense Category without prior written approval from the District, even if other funded Expense Categories cost less than budgeted. The expectation is that all Practices agreed upon in this Agreement will be installed, even if the cost of one or more expense is higher than anticipated in the Landowner Assistance Program Application – Project Budget associated with this Agreement.

ADDITIONAL TERMS AND CONDITIONS**Ownership:**

- All improvements funded with District funds and affixed to the land shall become the property of the Landowner (who may also be the Cooperator), provided that the terms of this Agreement are met. Improvements not affixed to the land and funded with District funds, such as unused/excess materials and portable equipment, will become the property of the District at the District's discretion.

Compliance with applicable law:

- The Cooperator will comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

Tax Compliance Certification:

- The individual signing on behalf of the Cooperator hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of the Cooperator, has authority and knowledge regarding Cooperator's payment of taxes, and to the best of her/his knowledge, Cooperator is not in violation of any Oregon tax laws.

Liability and indemnification:

- The Cooperator, the Landowner(s), and the District, and NRCS if applicable, are each responsible for any damage or any third-party liability which may arise from their own acts or

omissions under this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution.

- In carrying out its duties and obligations under this Agreement, the Cooperator shall indemnify and hold harmless the District (and NRCS if applicable), its/their officers, directors, agents and employees, against any and all losses, claims, damages and expenses, including reasonable and necessary attorney's fees, to the extent any such losses, claims, damages and expenses are due to the acts or omissions of the Cooperator, its officers, directors, agents and employees. The Cooperator is not obligated to indemnify the District should any such losses, claims, damages and expenses result, in whole or in part, from acts, omissions, willful misconduct or gross negligence of the District, its affiliates, officers, directors, agents and employees.
- In carrying out its duties and obligations under this Agreement, the Landowner shall indemnify and hold harmless the District (and NRCS, if applicable), its/their officers, directors, agents and employees, against any and all losses, claims, damages and expenses, including reasonable and necessary attorney's fees, to the extent any such losses, claims, damages and expenses are due to the acts or omissions of the Landowner(s), its officers, directors, agents and employees. The Landowner(s) is not obligated to indemnify the District should any such losses, claims, damages and expenses result, in whole or in part, from acts, omissions, willful misconduct or gross negligence of the District, its affiliates, officers, directors, agents and employees.
- The Cooperator reserves the right to inspect at any time any work performed on its property by the District and its officers, directors, subcontractors, agents and employees. Any inspection right not exercised within five (5) business days of notification by the District of completion of such work shall be deemed waived. Final acceptance of the work performed shall be implied unless a written notice of objection is filed with the District within five (5) business days of the expiration of the inspection period. The District shall not be held liable for damage or failure caused by flooding, other natural occurrences, or other circumstances beyond the control of the District.

Nondiscrimination:

- For work related to this Agreement, the Cooperator agrees to comply with the District's policy of prohibiting discrimination on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information.

Authorization:

- This grant is authorized by ORS 568.550. Funds for this grant have been allocated by the Marion SWCD Board.

Return of District funds:

- If any Practice funded under this Agreement fails within its design life due to circumstances within the Cooperator's or Landowner's control (e.g., neglect, failure to protect and maintain the Practice, destruction of the Practice before the expiration of its design life, or other actions which cause the cost-shared Practice to become non-viable), the Cooperator hereby agrees to refund to the District some or all of the funds provided for that Practice, as determined by the District.
- The Cooperator and Landowner shall not be responsible for, and the District shall not be obligated to replace, failure of Practice(s) caused by significant events beyond either party's control (e.g., catastrophic weather events, earthquake, wildfire, flooding, or drought).

EXAMPLE

EXAMPLE

- If any Practice funded under this Agreement is used in a manner that directly conflicts with its intended function and natural resource benefit, the Cooperator may be required to refund to the District some or all of the funds provided for that Practice, as determined by District.

Modification and termination of Agreement:

- The District, Cooperator, or Landowner may terminate this Agreement at any time by giving thirty (30) days written notice to the other.
- If a notice of termination is given, the Cooperator shall halt work and shall make all reasonable efforts to cancel any commitments that are dependent on District funds.
- Any modifications of this Agreement must be mutually agreed upon in writing and signed by all parties, unless the modification pertains only to the budget. Changes to the budget may be made with the signature of the Cooperator and the District Manager.

AGREED:

Cooperator signature	Print name	Date
<i>The individual signing on behalf of the Cooperator hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of the Cooperator.</i>		
Landowner signature (if different from Cooperator)	Print name	Date
Landowner signature (if more than one landowner)	Print name	Date
District signature	XXXXXXXXXX, District Manager	Date

EXAMPLE

EXHIBIT A

PROJECT CONTACTS FORM

Agreement No: **LAP-20-19-XXX**
Project Name: **Grassed Waterway and Underground Outlet**

Project Contact for the Cooperator:

Name(s) John Doe
Phone: 503.123.4567
Email: john.doe@mail.com
Mailing address: PO Box 1234
Salem, OR 97XXX

Marion SWCD Technical Planner:

Name: XXXXX, Resource Conservationist
Phone: 503-391-9927
Email: name@marionswcd.net
Mailing address: Marion Soil & Water Conservation District
338 Hawthorne Ave NE
Salem, OR 97301

Send invoices and financial documentation, and address any questions about the agreement, allowable costs, documentation, etc. to:

Name Susan Ortiz, Programs Assistant
Phone: 503-391-9927
Email: susan.ortiz@marionswcd.net
Mailing address: Marion Soil & Water Conservation District
338 Hawthorne Ave NE
Salem, OR 97301

EXAMPLE

EXHIBIT B

SIGNATURE AUTHORIZATION FORM

Agreement No: **LAP-20-19-xxx**

Cooperator Name: _____

Cooperator Entity name must match the name listed on Form W-9.

Entity: an entity may be defined as: Corporation, Limited Liability Company (LLC), or Partnership; Farm Corporations; Horticultural Nurseries; Other Corporate or LLC organization; Individual; Landowner or Land Manager; Educational Institution (Not a School Grade or a School Classroom); Government Agency; Native American Tribe; Nonprofit Organization or group – 501 (c) (3) status is not required; Neighborhood Association

It is agreed that any one of the persons listed below are authorized to sign the documents related to the Landowner Assistance Program "LAP" Cost-Share Grant FUNDING AGREEMENT between the Cooperator and the District and will carry out all practices and treatment for which all grant payments will be made. It is further agreed that any one of the persons listed below have the authority to sign contract modifications and status review documents.

Name (please print) Title (if applicable)

Signature Date

Name (please print) Title (if applicable)

Signature Date

Name (please print) Title (if applicable)

Signature Date

Received by:

Signature of District Staff Date

EXAMPLE

EXHIBIT C

PROJECT SPECIFICATIONS

Grass Waterway Job Sheet Practice 412
<p>Clients:</p> <p>Date:</p> <p>Project Location:</p> <p>Planner:</p> <p>Management Objectives: To convey runoff without causing erosion or flooding, preventing gully formation and improving water quality.</p>
Conditions Prior to Treatment
An open ditch caused erosion from runoff due to lack of underground or above ground water dispersal structures.
Installation
<p>Prepare firm, weed free seed bed. Apply lime and fertilizer as needed. Shape and grade waterway surface to convey the peak runoff expected from a storm of 10-year frequency, 24-hour duration. Please refer to Lined Waterway measurements and design. Smooth disturbed area suitable for seeding grasses.</p> <p>Excavate about 710 lineal feet of 18" to 24" wide trench 3½" feet deep, parallel with and on the right waterway abutment, discharging into the road ditch. The ground surface at the trench should be at least one-foot higher than the waterway invert (bottom) to discourage runoff water running alongside of and down the disturbed trench soil.</p> <p>Drill or hand broadcast a mixture of ryegrass and Seed the disturbed area with Fescue/Annual Ryegrass mix such as 20#/ac and convert to total pounds for the site. ie: Seed 1 pound of grass mix on disturbed areas. Seed should have a minimum germination of 80% and purity of at least 80%. This would get an equivalent of 16# PLS per acre which should be adequate, and could be applied more heavily in the waterway, followed by mulching.</p> <p>Note: No seed is in the budget for the Grass Waterway. Installing the waterway is a mandatory companion practice to the underground outlet and the cost will be borne by the landowner.</p>

Timing or Season
<p>Early spring or a selected time that will not cause erosion, compaction or other impacts to the site due excess water. This practice is to be done in unison with Practice 620, Underground Outlet.</p>
Operation and Maintenance
<p>If the waterway is damaged by machinery, herbicides, or erosion, it must be repaired promptly.</p> <p>Minimize damage to vegetation by excluding the horses whenever possible, especially during wet periods.</p> <p>Inspect the waterway regularly, especially following heavy rains. Fill, compact, and reseed damaged areas immediately. Remove sediment deposits to maintain capacity of grassed waterway. Periodically graze vegetation to maintain capacity and reduce sediment deposition.</p> <p>Apply supplemental nutrients as needed to maintain the desired species composition and stand density of the waterway.</p> <p>Control noxious weeds.</p>
Utility Locates & Permits
<p>The landowner understands that MSWCD makes no representation as to the existence or non-existence of utilities. It is the responsibility of landowners, operators and contractors to comply with the provisions of ORS 757.541 to 757.571. Landowners, operators and contractors will be liable for any damage resulting from disruption of service caused by construction activities. The phone number for the utility location service in Oregon is 1-800-322-2344.</p> <p>Any local, state or federal permits are the responsibility of, and must be obtained by the landowner prior to project commencement.</p>
Monitoring
<p>Marion SWCD staff may check in periodically during the winter of 2017. A final inspection will be conducted upon project completion to determine the effectiveness of treatments completed by the landowner. Follow up monitoring may then be conducted for 3 additional years</p>
Project Life
<p>The project life of this practice is a minimum of ten years. The landowner agrees to maintain the project for the life of the practice.</p>

EXAMPLE

The landowner acknowledges that he has received a copy of this job sheet, and that he has an understanding of the contents and requirements and intends to comply with the job sheet.

Cooperator Signature Date

Marion SWCD Staff Signature Date

PRACTICE COMPLETION:

Grass Waterway, Practice 412

I have made an on-site inspection of the site (or I am accepting owner/contractor documentation), and have determined that the job as installed does conform to the drawing plan and practice specifications.

Construction Completion by:

Marion SWCD Staff Signature Date

EXAMPLE

Underground Outlet Job Sheet Practice 620
<p>Clients:</p> <p>Date:</p> <p>Project Location:</p> <p>Planner:</p> <p>Management Objectives: To convey excesses runoff underground without causing erosion or flooding, preventing gully formation and improving water quality</p>
Conditions Prior to Treatment
<p>An open ditch caused erosion from runoff due to lack of underground or above ground water dispersal structures.</p>
Installation
<p>Install 700 feet of 6" diameter High Density Polyethylene (HDPE) plastic corrugated drainage tubing plus at least 10' JM ASTM D-3034 "Big Green" rigid pipe at the outlet.</p> <p>About 2" from the outlet end of the pipe, drill two ½" diameter holes spaced about two inches apart in the top and bottom of the pipe (4 holes). Insert two "L" shaped 3/8" diameter rods, to discourage rodents from entering the pipeline.</p> <p>At the 6" diameter pipeline outlet use approximately one-half cubic yard 2" to 8" well graded*, angular quarry rock to construct a basin; to help limit soil erosion in the road ditch. Using angular rock having a uniform size distribution lets smaller rock fragments fill voids, while angular edges lock fragments in place.</p> <p>Construct two 12" diameter HDPE N-12 corrugated plastic catch basins in the bottom of the waterway as shown on the drawing. Install top of grate about 2" lower than the waterway invert, to help direct low flowing water into each catch basin. Place non-reinforced concrete in the bottom to control erosion and serve as a basin foundation. Or, the 12" diameter pipe can be extended about two feet lower and 4" to 6" rocks installed to serve the same purpose.</p> <p>Hand place excavated soil alongside of and at least 4" over corrugated tubing and around catch basins. Use shovel blade and weight of laborer to consolidate backfill. Continue backfilling trench with equipment leaving excess soil mounded over trench. Trench back fill will settle. In the following spring, mounded soil can be used for additional fill and to smooth the trench surface.</p> <p>Please refer to schematic drawings provided by XXXXXXXXXXXX, PE.</p>

EXAMPLE

Timing or Season
<p>Early spring or a selected time that will not cause erosion, compaction or other impacts to the site due excess water. This practice should be done in unison with Practice 412, Grassed Waterway.</p>
Operation and Maintenance
<p>Access by vehicles or equipment during or after site preparation should be controlled to minimize erosion, compaction and other site impacts.</p> <p>Monitor and control undesirable vegetation in treated areas and all chemicals will be applied in accordance with label guidelines; and will comply with federal, state and local laws and regulations.</p> <p>Periodic inspections, especially immediately following significant runoff events, to keeping inlets, clean and free of materials that can reduce flow.</p> <p>Prompt repair or replacement of damaged components, leaks and broken or crushed lines to insure proper functioning.</p> <p>Periodic checking of the outlet and animal guards to ensure proper functioning and repair of eroded areas at the pipe outlet.</p>
Utility Locates & Permits
<p>The landowner understands that MSWCD makes no representation as to the existence or non-existence of utilities. It is the responsibility of landowners, operators and contractors to comply with the provisions of ORS 757.541 to 757.571. Landowners, operators and contractors will be liable for any damage resulting from disruption of service caused by construction activities. The phone number for the utility location service in Oregon is 1-800-322-2344.</p> <p>Any local, state or federal permits are the responsibility of, and must be obtained by the landowner prior to project commencement.</p>
Monitoring
<p>Marion SWCD staff may check in periodically, a final inspection will be conducted upon project completion to determine the effectiveness of the project completed by the landowner. Follow up monitoring may then be conducted for 3 additional years.</p>
Project Life
<p>The project life of this practice is a minimum of ten years. The landowner agrees to maintain the project for the life of the practice.</p>

EXAMPLE

The landowner acknowledges that he has received a copy of this job sheet, and that he has an understanding of the contents and requirements and intends to comply with the job sheet.

Accepted by:

Cooperator Signature

Date

Marion SWCD Staff Signature

Date

PRACTICE COMPLETION:

Underground Outlet, Practice 620

I have made an on-site inspection of the site (or I am accepting owner/contractor documentation), and have determined that the job as installed does conform to the drawing plan and practice specifications.

Construction Completion by:

Marion SWCD Staff Signature

Date

EXAMPLE