



Board of Directors Meeting Agenda
 East Multnomah Soil and Water Conservation District
 Wednesday July 6th, 2022, 6:00 – 8:15 PM

(June 30, 2022)

To be held via videoconference: (US Toll Free): [1 866 899 4679](tel:18668994679) Access Code 578-282-301 **OR** log in on your computer, tablet, or smartphone at <https://global.gotomeeting.com/join/578282301>

AGENDA

Item #	Time	Board Meeting Agenda Item	Purpose	Presenter	Packet
1	6:00 10 min	Welcome and meeting called to order: <ul style="list-style-type: none"> • Introductions • Review/revise agenda • Review previous action items • Review/approve May & June Minutes 	Information/ Decision	Guebert	a) 6/6/2022 Board Meeting Minutes b) 5/18/2022 Special Board Meeting Minutes
2	6:10 5 min	Time reserved for public comment and introductions ¹	Information	Public	N/A
DISTRICT BUSINESS					
3	6:15 15 min	Executive Director Update <ul style="list-style-type: none"> • July LLC Meeting & SPT Workshop • June SPT Workshop summary • Performance Evaluation update • FY 22-23 Board & Committee Meetings 	Information	Hamilton	a) FY22-23 Board & Committee Meeting Schedule
4	6:30 10 min	District-wide Annual Plan for ODA	Discussion/ Decision	Hamilton	a) Annual Work Plan FY22-23 (sent separately)
5	6:40 10 min	Contracts for Vegetation Management Crews for Restoration Work	Discussion/ Decision	DiLeone	a) Amendment to PSC-22-003 Mosaic
6	6:50 10 min	Conveyance of Utility Easement to PGE	Discussion/ Decision	Shipkey	a) Gordon Creek Farm Easement Conveyance b) Resolution 2022-07-01 Conveyance of Utility Easement

¹ Each member of the public who wishes to speak shall be given approximately 3 minutes.

Packet materials referenced above available in hardcopy by request or electronically at: <http://emswcd.org/about/board/meetings/>



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7	7:00 10 min	Recommendations from Personnel Committee <ul style="list-style-type: none"> • HR Handbook • IT Analytics Position 	Discussion/ Decision	Masterson/ Hamilton	a) Final HR Handbook (sent separately) b) IT Analytics Specialist Job Description
8	7:10 10 min	USDA/FSA One-Time Funding plan	Discussion	DiLeone/Kent	a) Activity Types Urban Ag Non-Competitive Agreements 2022
9	7:20 15 min	Equity Team Update	Information	Kent/McAllister	a) Equity Team Update
10	7:35 20 min	Rural Lands Deepish Dive & Q&A	Information/ Discussion	DiLeone	a) Rural Lands Overview
FINANCE AND OPERATIONS					
11	7:55 15 min	Monthly Financial Reports: May 2022	Information	Mitten	a) May 2022 Financial Report
CLOSING ITEMS					
12	8:10 5 min	<ul style="list-style-type: none"> • Announcements and reminders • Action items • Adjourn meeting 	Information	Guebert	N/A



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EMSWCD Board Members, Committees and Meeting Dates

EMSWCD Board			EMSWCD Committees				
Members	Positions	Officers	Budget	Land Legacy	Personnel	Grants	PIC
Joe Rossi	Director - Zone 1		X	X		X	
Laura Masterson	Director - Zone 2	Secretary	X	X	X		
Mike Guebert	Director - Zone 3	Chair	X	X	X		
Jim Carlson	Director - At-Large 1	Treasurer	X	X		X	
Jasmine Zimmer-Stucky	Director - At-Large 2	Vice Chair	X	X	X	X	
Upcoming Schedule							
FY21-22	2021	July	12		26		
		August	2			16	
		September	13		27		
		October	4			18	
		November	1		29		
		December	6			20	
	2022	January	10		31		
		February	7			21	
		March	7	7	28		
		April	4	4		18	
		May	2	2	23		
	June	6			20		

Internal EMSWCD Teams

- **Equity Team:** Monica McAllister, Matt Shipkey, Alex Woolery, Jon Wagner
- **CLIP Team:** Jeremy Baker, Whitney Bailey, Julie DiLeone, Kathy Shearin
- **Safety Committee:** Scot Wood (lead), Jon Wagner, Katie Meckes, Dan Mitten, Jeremy Baker

EMSWCD Representation on External Committees

- 4-County Cooperative Weed Management Area – Chris Aldassy
- Beaver Creek Conservation Partnership – Kathy Shearin; Lucas Nipp; Chelsea White-Brainard
- Columbia Gorge Cooperative Weed Management Area - Jon Wagner
- Columbia Slough Watershed Council - Kathy Shearin (Vice Chair, Executive Committee); Whitney Bailey (CSWC Tech Team)
- Gray Family Foundation Grant Review Committee – Heather Nelson Kent
- Johnson Creek Watershed Council – Julie DiLeone
- Inter-jurisdictional Committee for Johnson Creek Watershed – Whitney Bailey; Jeremy Baker
- Northwest Adult Conservation Education – Kathy Shearin
- Oregon Association of Nurseries, Mt. Hood Chapter – Aaron Guffey (Treasurer)
- Oregon State University Metro Small Farms Advisory Group – Rowan Steele
- Oregon State University Solve Pest Problems Advisory Committee - Kathy Shearin (Steering Committee); Julie DiLeone
- Oregon Watershed Enhancement Board Lower Willamette-East Small Grant Team – Julie DiLeone

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disability, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisals, because all or part of an individual's income is derived from any public assistance program, or based on any other group or affiliation. EMSWCD will not condone or tolerate prejudicial remarks, actions, slurs, or jokes expressed and directed at or to any person. Any employee who behaves in such a manner while conducting EMSWCD's business will be subject to disciplinary action including possible termination. EMSWCD is an equal opportunity provider and employer.

Meeting attendees requiring Americans with Disabilities Act accommodations should call (503) 222-7645 x 100 as soon as possible. To better serve you, five (5) business days prior to the event, is preferred.

6/6/2022



**East Multnomah Soil and Water Conservation District
Board of Directors *FINAL* Meeting Minutes**

Monday, June 6, 2022

6:01pm- Call to Order

Guebert called to order the regular meeting of the EMSWCD Board of Directors meeting at 6:01pm on Monday, June 6th, 2022, via videoconference.

6:02pm- Introductions, Review/revise agenda, Review previous action items

Guebert conducted introductions for the record. The following persons were present:

Board of Directors: Mike Guebert (Zone 3 Director, Chair), Laura Masterson (Zone 2 Director, Secretary), Jasmine Zimmer-Stucky (At-Large 2 Director, Vice-Chair), Jim Carlson (At-Large 1 Director, Treasurer), Joe Rossi (Zone 1 Director)(6:14pm)

Staff: Nancy Hamilton (Executive Director), Dan Mitten (Chief of Finance & Operations), Julie DiLeone (Rural Lands Coordinator), Monica McAllister (Community Connections Liaison), Asianna Fernandez (Executive Assistant)

Changes to the agenda: N/A

Guebert presented previous Action Items:

Board of Directors to review the HR Handbook and send comments or questions to Hamilton and Mitten before the end of the week (5/6/22). [Done]

Board of Directors to review 4/13/22 Strategic Planning Workshop minutes and approve of them at the June Board meeting. [In Progress]

6:04pm- Approval of minutes

MOTION: Zimmer-Stucky moved to approve May 2, 2022, Board Meeting Minutes, Carlson 2nd. Motion passed unanimously (4-0, Rossi absent).

MOTION: Zimmer-Stucky moved to approve March 7, 2022, Special Board Meeting Minutes, Carlson 2nd. Motion passed unanimously (4-0, Rossi absent).

MOTION: Zimmer-Stucky moved to approve March 2, 2022, Budget Committee 3 Meeting Minutes, Carlson 2nd. Motion passed unanimously (4-0, Rossi absent).

6:04pm- Time reserved for public comment

N/A

6:05pm- Executive Director Update

TSCC Hearing Update

- Zimmer-Stucky joined the meeting
- Synopsys of the meeting in the Q&A document included in the packet.
- TSCC seemed happy with what the District is doing.
- **Zimmer-Stucky** was impressed with some of the questions the TSCC asked.

In-person meetings update

- Corbett Springdale, StreamCare sites, and Gordon Creek Tour with Lucas

6/6/2022



- Noticed all the StreamCare site signs.
- Is there a need to look into our mature sites again?
- Meeting with Christopher Lapp at Clackamas Soil and Water Conservation District for an idea brainstorm over coffee.
 - sharing tools/equipment library
 - workshops, equity training, HR policy ideas
 - renting space vs. owning office space
 - state-wide eligibility for Board of Directors
 - joint board member meeting
- Working on setting up a meeting with Lacy Townsend and Christopher Lapp to chat about ideas brought up in 1x1 with Lapp.
- Had a 2x1 meeting with Rossi and Guebert at Rossi Farms
- Multnomah County Farm Bureau Meeting: opportunities for Headwater graduates, summer BBQ for the District and HIP farmers to meet and network, discussion about easements.
- May Land Legacy Committee meeting
 - **Zimmer-Stucky** appreciated the conversation the board and staff had.
 - **Guebert** Looks forward to being able to have conversations in person that didn't feel possible online. Likes the ideas brought up about partnering with neighboring districts.
 - **Masterson** It was great to see everyone and walk around the property.
 - **Rossi** Liked to see and feel how the other Board Members felt.

HR Handbook update

Hamilton Went through the handbook with the equity team, got feedback from staff, finalized with Mitten and Critchfield.

Final draft should be sent to the Board by June 8th to be discussed during the PC Meeting on Monday.

Deepish Dive update

DiLeone will be doing a deepish Dive on Rural Lands next month. Steele will do a Deepish Dive in August on Headwaters. We're hoping to have the meeting at Headwaters as well.

June SPT Workshop

This meeting will be all staff, all board members, at Rossi Farms.

Final meeting to be in October with all staff to finalize Strategic Planning.

Building updates

Wi-Fi upgrade, satellite updates, Brown's office temporarily transformed into a private meeting room, in touch with Harka Architecture to get recommendations for the office: very aspirational, don't have to do all of them but do believe the 1st floor recommendations have merit and may be doable. Reminder that the Williams property is owned outright so overhead isn't too expensive, and the basement there holds a lot of materials we use in the field that can't be stored anywhere else, which we would need to consider if we were to relocate.

6:30pm -FY22-23 Budget Adoption, Appropriations, Impose Tax Limit

TSCC Tax Certification Letter: demonstrating that the District is compliant with Oregon Local Budget Law. The approved letter is in the packet.

The Budget Document for formal adoption by the Board is in the packet.

Resolution 2022-06-01 presented to formally adopt the budget, make appropriations by program, and impose and categorize the tax limit was presented to the Board for review and approval.

Guebert did they ask the same questions in the Q&A or ask additional/different questions?

Mitten They did stick to the questions documented but did have clarification follow ups as well.

6/6/2022



MOTION: Zimmer-Stucky moved to adopt Budget Resolution 2022-06-01 to adopt, make appropriations, and impose & categorize the tax limit for FY22-23, Carlson 2nd. Motion passed unanimously (5-0).

6:36pm- Monthly Financial Reports: April 2022

Mitten P&L: The LGIP interest rates during covid were at 0.45%. Treasury interest rates have since increased consistently over the last several months to 0.60%, 0.75%, and now at 0.90%. Pre-Covid, the rates were at 1.25%. In the balance sheet, Mitten noted the 6411% variance from a District CC last year at this time versus April 2022 was simply a % change in monthly balance (from \$25 to \$2200 in April). The purchases were for the Farm and all CC are paid in full each month. Simply noted because it's a large percentage variance and nothing of concern. Overall, the balance sheet is great, P&L for the entire Org looks really good with revenues exceeding budget on property taxes. We're expecting the meet budget on total revenue overall as well. The P&L by class shows spend % well within appropriations. Will be watching closely as the end of the fiscal is approaching, but all revenues and expenditures are looking good.

6:38pm- Closing items: announcements, reminders, and action items

Personnel Committee Meeting next week at 4pm.

Strategic Planning Workshop on June 29th at Rossi Farms at 4pm.

Congratulations to Jon Wagner's family with the birth of their baby!

Fernandez read new Action Items:

Fernandez to update the June SPT Workshop Location.

6:42pm- Adjournment: Guebert adjourned the meeting at 6:42 pm.

Strategic Planning Workshop 5/18/2022

4:00pm-7:00pm

Participants:

Strategic Planning Team Members (SPT)

Chris Aldassy
Whitney Bailey
Julie DiLeone (Absent)
Katie Meckes
Rowan Steele
Chelsea White-Brainard

Strategic Planning Team Support

Nancy Hamilton
Asianna Fernandez
Chris Wallace Caldwell, Catalysis LLC
Jamila Dozier, New Theory Consulting LLC

EMSWCD Managers (MT)

Dan Mitten
Kathy Shearin

EMSWCD Board Members

Mike Guebert
Laura Masterson
Jasmine Zimmer-Stucky
Joe Rossi (Absent from 5:00 to 6:10 pm)
Jim Carlson

Meeting Began: 4:04pm

1. Gathering and Goals/ Process for today

Caldwell introduced a check-in question about how everyone is feeling in one word. Reminders about ways to engage in and out of strategic planning meetings and workshops. Wanting these workshops to be more discussion based rather than presentation heavy.

Strategic Planning Team (SPT) is currently in the collaboration and planning stage.

2. EMSWCD Foundations Touchbase: 4:13pm

Dozier went over EMSWCD's Foundational Language with the Current Mission Statement, ORS 568.225 & ORS 568.550 language, 2004 Ballot Language, and EMSWCD Equity Statement.

3. Emerging Priorities: 4:21pm

Caldwell gave a brief overview of the emerging priorities work already done: Initial brainstorming by Board, MT, and SPT at January workshop, assignment from March workshop for Board, MT, and and SPT, additional work from SPT before today's workshop.

Why develop outcomes ("emerging priorities") first: to ensure we have alignment in our goals and avoid having a long list of activities to do and then lose sight on what said activities are bringing us to achieve and how each person has a role in those end goals.

Caldwell Asked for feedback on the 4 high level emerging priorities of:

1. Protecting Natural Resources
2. Expanding Community Access and Opportunity
3. Building Climate Resiliency
4. Changing How We Work

She summarized the input from the group:

- How to consider where does agriculture and farming fit in to the priorities
- Look for connections between natural resources and farming in priorities
- Consider economic benefits
- Look at the climate outcomes – is there overlap?
 - **Hamilton** I hope we're not limiting outcomes.

4. Breakout Sessions 4:40pm

Groups are given 30 minutes to explore more deeply one of the emerging priorities:

1. Protecting Natural Resources
2. Expanding Community Access and Opportunity
3. Building Climate Resiliency
4. Changing How We Work

Considering what impact the District can have in this priority area over the next 5-10 years:

- What changes might you make to the overall priority area?
- Are there outcomes you would add or change?
- Are there outcomes you would remove?

(Note some technical difficulties in Teams breakouts resulted in some delays)

5. Breakout Reporting & Emerging Priorities Discussion 5:25pm

Caldwell What additional conversations need to be had due to group conversations?

Bailey presented for Protecting Natural Resources:

- Does C. Measurable improvements in the well-being of our communities belong elsewhere?
- B. Measurable improvements in the health of natural habitats /communities. All habitats instead of forests?
- Add 2. Healthy Soil to Outcome A. Add healthy, functional floodplains to A1.

Guebert "Measurable", do we have the capacity to measure all those things?

Hamilton We're a part of a bigger set of impacts, so we don't have to do all the measuring. How else do we measure success besides a number, especially if outcomes are something we're part of and not fully taking on ourselves?

Steele When it comes to honing down on forests, we didn't want to be too broad in the beginning but broadening the subject just a little bit did help us find set outcomes.

Masterson What are outcomes vs. strategies? More inspiring for things to be framed in the positive instead of negative light. In B, wondered if farming/agriculture can be added into habitat improvements.

Shearin Tying outcomes to farming or urban sounds more like creating strategies.

Shearin presented for Expanding Community Access and Opportunity

- Rossi was looking for more concrete strategies, felt the process was backwards for him.
- A1: Does this outcome belong in this natural area section? It has more to do with food, which could go to section B. Maintain mental health and wellbeing topics in section A.
- **Guebert:** Maybe A1 goes to the previous Protecting Natural Resources section. If we haven't identified something as an outcome, is it a viable project? Questions about the possible vision statement.
- What are some of our farming outcomes? Are we still missing some?

Masterson Nexus of agriculture and conversation when she first came to the district. We have a remarkable overlap that doesn't exist in other organizations. How to integrate and highlight this idea into our priorities?

Aldassy presented for Building Climate Resiliency

- **Hamilton** We spent time figuring out what does it mean to be climate resilient? Beyond Net Zero/Carbon Footprint. Identify where we're doing beyond already.
- Forest Fire Resiliency

- AI Systems for water usage
- **Carlson** had limited understanding of carbon sequestration, so building knowledge base was good in this discussion.
- What can we do to ensure staff is knowledgeable about certain subjects to teach constituents?

Zimmer-Stucky Curious about use of language “Net Zero”. Is that what we were aiming for in this vision? It would change a lot of priorities. Maybe “lowering carbon emissions” is a better term?

Masterson Where in this plan does resiliency around helping famers grow more dry land crops/ weather resistant crops? Where does food security fit in this plan?

Aldassy Have the district be someone who educates farmers. New workshops? New knowledge bases for constituents to employ on their land?

Hamilton Model dry farming and growing food at headwaters speaks to both climate volatility and food security.

Caldwell Prefaced the next report out on “Changing How We Work” to note that this priority area is probably the most “squishy” – but still important. This may end up including structural and process changes that improve how you work internally and externally, but the current draft is still vague.

Meckes presented for Changing How We Work

- Added words in here and there for each section.
- How do we get more specific?
- A2. Work Culture: safe to make calculated risks, ok to make mistakes as long as we learn from them
- A6. Ambiguous, how can we clarify?
- B was good, B1 felt operations focused.
- C referred a lot to purchasing instead of relational items.
- C5. “efficient” feels white-supremist, sense of urgency, transactional instead of relational.
- **Zimmer-Stucky**: It’s hard to come up with points since values haven’t been officially identified.

Guebert These do feel like values/ strategies instead of outcomes. Feels different than all other sections.

Caldwell Does like and recommend operationalizing your values. Could include pieces are more external focused in engagement, or how the board works together.

Bailey Put it in passive tense, it’s an outcome vs active tense is a strategy.

Mitten This one needs to be done first before we can tackle the other priority areas.

White-Brainard We need to be intentional about who we are internally if we’re going to be successful externally. This is going to take a lot of flexible thinking.

6. Break 6:15-6:20pm

7. Urban and Rural Needs Assessment of Priorities 6:20pm

Caldwell In the 4 priority areas, there was a question on whether building farming capacity is adequately captured in the outcomes. Let’s take time to discuss this question. Natural Resources possible future vision: Together with our community, we recognize our lands and waters as living systems; we support their long-term health as part of our own well-being. Does this include changes you want to see in agriculture and farming over the next 5 years?

Let’s do some quick brainstorming on what your vision might be for farming in the next 5 to 10 years:

Guebert

- Farms In our district are sequestering more carbon than they’re omitting.
- As a district, we’re building more soil than losing.
- Farmers making living wage.
- Retaining a higher percentage of rainfall contained in soil rather than running off.

Zimmer-Stucky

- Margins are slim in Multnomah county, want to see zero barriers to farmers implementing their ideal practices.

Hamilton

- Farm in a way that leads to less carbon footprint, less water used, less pesticides, living wage for farmers.

Rossi

- Productivity in soil, water retention, maximizing water resources available to land, producing crop without waste, soil/stream connection so there isn't run off.

Masterson

- Sustainable Ag from USDA... ecologically sound, economically viable, socially just, culturally appropriate and based on a holistic scientific approach.

Masterson Thanks for creating this space to talk about this issue that may have been missing.

8. Urban and Rural Needs Discussion 6:30pm

Caldwell While we know that the majority of the boundaries of our district are rural land, we also know the vast amount of the people in our district live in urban boundaries. Some data shows it is as high as 98% in urban areas. Looking at the work just done, is there anything important to identify so that we're remaining conscious in how can we meet the needs of both urban and rural constituencies in all priorities?

Guebirt Remembering that most of our constituents live in the urban area, while remembering a big part of our land base does not have taxpayers to represent it.

Rossi Instead of putting projects into urban and rural categories, we should pick projects in terms of land and water benefit and people benefit. Would like a process to show pros and cons of criteria to choose land/water or people.

Shearin cautioned against viewing the urban areas as taxpayers instead of also sources of natural resource problems that can be addressed. What are the problems in each area that need our support?

Masterson What do we offer that is unique, that far fewer are working on at that nexus of agriculture and urban.

Caldwell reminded that we're using some key words a little different. At the high level we are talking about goals that drive us toward change in these emerging priority areas. I use "criteria" to mean what we use to evaluate whether a strategy, program, or project is going to help us achieve the outcomes we want. We can develop some common language to use.

White-Brainard As a public agency who serves constituents, we should find ways to find out what they want to choose our criteria.

9. Group Assessment

Caldwell What worked well today in this process and what would you change going forward in the next workshop?

Guebirt liked breakout groups & being able to talk freely amongst few of us about targeted topics.

Masterson Appreciated that this conversation felt very group based and able to move forward. Eager to get to priorities/criteria to make decisions about what District is and isn't doing moving forward.

Zimmer-Stucky enjoyed foundational conversation around urban and rural. Wants to go back and make sure some taken for granted phrases are talked about what they actually mean to us.

Meckes Breakouts were great. "Gnarly" process, not really in line with linear steps, but feels like we're about to move on to smaller focused topics. Wants to develop common language around words we use like goal, objective, strategy, etc.

Mitten Remembering to identify what we're talking about so constituents understand too. Feels like we need to expand into some of the other programs outside of just urban and rural.

Bailey Thanks to board members for excellent points made tonight. Reminder to send in random ideas that come up as they come up!

Rossi Agreed with Dan on where we place our capital and human resources. Suggests taking a hard look at budget at what costs the most that doesn't impact as much land and water. Looking forward to the picking criteria element.

Masterson I'm looking forward to making decisions about what we are going to do and not do. Those decisions should be based on a few priorities (or criteria or whatever we're calling it). The sooner we can get to priorities, then the sooner we can get to the actual decisions about the actual work. Look forward to making decisions about what we will keep doing on current programs and if we will start any new programs.

10. Wrap up and Next Steps

June Workshop: Looking at idea of meeting in person and inviting all staff. Looking at critical factors to achieve outcomes. Possibly at Rossi Farms.

ACTION ITEMS:

Break-out group Note-takers: Send notes to Caldwell and Dozier

Adjourned (7:00pm)

FY 22-23 Board & Committee Meetings List

Board of Directors Meetings:

2022:

July 6

July 20th (SPT)

Aug 1

Aug 24 (SPT)

September (skip)

Oct 3

Oct 12 (SPT)

Nov 7

Dec 5

2023:

Jan 2 (needs to be changed)

Feb 6

March 6 (& Budget Committee)

April 3 (& Budget Committee)

May 1 (& Budget Committee)

June 5

July 3 (needs to be changed)

Personnel Committee Meetings:

2022:

August 14

October 17

December 19

2023:

Feb 20 (will need to be changed)

April 17

June 19 (will need to be changed)

Land Legacy Committee Meetings:

2022:

July 25

September 26

November 21

2023:

Jan 30

March 27

May 29 (will need to be changed)

July 31



ANNUAL WORK PLAN

2022-2023

East Multnomah Soil & Water Conservation District



Helping people care for land and water since 1950.

June 22, 2022
Version 1.2



**East Multnomah Soil & Water Conservation District
Annual Work Plan for Fiscal Year 2022-2023
June 27, 2022
Version 1.2**

This plan was approved by the Board of Directors of the East Multnomah Soil and Water Conservation District on July 6, 2022.

This plan will be available for download in PDF format from:
<http://emswcd.org/about/documents/emswcd-organizational/planning-documents/>

For more information about this plan or to receive a hardcopy, please contact:

East Multnomah Soil & Water Conservation District

5211 N. Williams Ave., Portland, OR 97217

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Email: info@emswcd.org

Web: www.emswcd.org

Cover image: Illustration of Beaver Creek, by Jon Wagner.

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1. Message from the Executive Director

Since EMSWCD was established in 1950, things have changed a lot in our region. We have become much more urbanized, the climate crisis and its impact on soil and water health shows up in devastating ways more profoundly each year – from fires and drought to record breaking temperatures and flooding, to name just the most palpable.

The conservation work that EMSWCD engages in with farmers, urban dwellers and everyone in between helps strengthen where we live to better withstand hotter temperatures and keep streams and rivers cool to protect wildlife, fish, and people.

In recent years, there has been a reckoning of sorts regarding Oregon’s disgraceful history as it relates to access to land and the generational impact it has had on historically marginalized communities in our district. This reckoning is creating an opportunity for EMSWCD to reconsider what we do, who we engage with and why, and who benefits from our efforts. This can often be a somber and challenging change for organizations like ours, which is comprised of mostly white people serving mostly landowners. But we are staying in this place of discomfort and working hard to do better and keep pushing. There is much to do.

Toward these ends and more, this calendar year has seen us launch an extensive staff-led strategic planning process that is creating space for us to fundamentally reconsider who we are, what we do and how we do it to create a more resilient and livable future for everyone in our district. Our work in the fiscal year that is about to begin will focus on completing that strategic planning work and then reconsider our work plans for the 23-24 Fiscal Year.

We’re excited to create this next chapter for EMSWCD, ensuring that it continues its legacy of providing value to the taxpayers who entrust us with these dollars.

Nancy J Hamilton
Executive Director

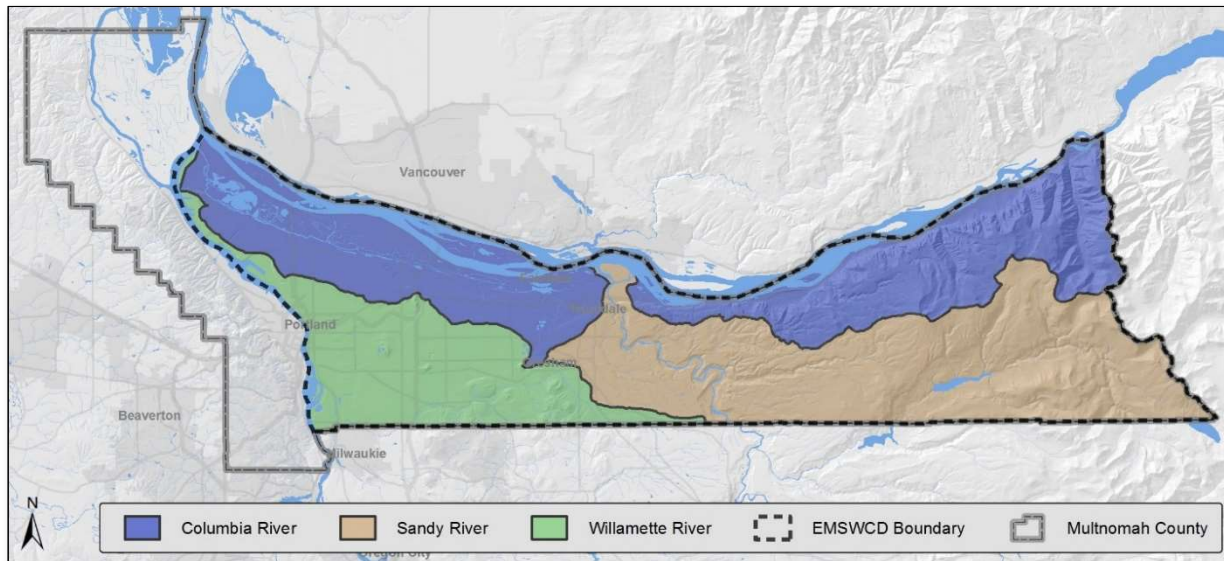




2. Introduction and EMSWCD Overview

The EMSWCD serves approximately 675,000 residents who live and manage land east of the Willamette River in Multnomah County, Oregon. The EMSWCD geographic service area encompasses an area of approximately 230,000 acres and includes portions of three major watersheds – Columbia River, Sandy River, and Willamette River — all of which contribute to the Greater Columbia River Basin (see Map 1).

Map 1: Major Watersheds of the EMSWCD



This EMSWCD FY22-23 Annual Work Plan outlines the activities EMSWCD will undertake from July 1, 2022 through June 30, 2023. The plan will help inform the EMSWCD staff, the EMSWCD Board of Directors, partners and public about how, when, and where planned activities will take place. The annual work plan will be submitted to the Oregon Department of Agriculture (ODA) for review and comment as part of the application process for Soil and Water Conservation District Support Grants.

2.1 Organizational Vision, Mission, and Strategic Goals

EMSWCD has identified the following vision, mission, and broad strategic goals for the organization:

The EMSWCD Vision: ***Our lands and waters are healthy and sustain farms, forests, wildlife, and communities.***

The EMSWCD Mission: ***We help people care for land and water.***

The six broad strategic goals:

1. ***Protect and improve water quality and quantity.***
2. ***Protect and improve soil quality and quantity.***
3. ***Protect and improve natural habitats.***
4. ***Protect agricultural lands.***
5. ***Increase the sustainability of agriculture.***
6. ***Provide equitable access to nature.***



2.2 Equity Statement

At the East Multnomah Soil and Water Conservation District (EMSWCD) we understand that conservation and social justice are interconnected, and that we have much to learn about the history and implications of this relationship. We cannot authentically and effectively advance our mission of helping people care for land and water without also caring for people. Everyone deserves a healthy environment and should have a voice in shaping what that means for their community. Throughout American history, Black, Indigenous, and other People of Color (BIPOC) have been forcibly removed from and denied access to land. They have experienced significantly greater impacts from contaminated water and soils, polluted air, flooding, fire, and the increasing effects of climate change. Until everyone has equitable access to a safe and healthy environment, dismantling racism must be central to our work.

At EMSWCD, we know it is our responsibility to make the organization and our work more equitable. By investing in efforts that foster diversity, equity, inclusion, and justice, we endeavor to create more effective and enduring conservation benefits for all.

Equity Commitments

If we are not actively fighting racism, we are perpetuating it with our silence and inaction. We must be anti-racist. EMSWCD commits to:

- Incorporating diversity, equity, inclusion, and justice into all aspects of our work.
- Developing and maintaining an inclusive working environment where everyone feels welcome and respected, and where staff and Board reflect the diverse communities we serve.
- Engaging and building meaningful relationships with historically marginalized stakeholders and diverse local communities.
- Working with communities to evaluate the full range of impacts and benefits of our programs and adjust accordingly.
- Continuing to learn and apply equity tools, knowledge, and community feedback with intention and humility.
- Providing bold equity leadership within the local, regional, and state conservation community.
- Listening, learning, and speaking out against injustice when we encounter it in our work.
- Within our work, acknowledging where we have privilege and using it to amplify the voices of BIPOC and other marginalized communities.
- When exercising our authority as a conservation district, identifying and working to dismantle programs, policies, and approaches that have, or may have, a disproportionate negative impact on historically disadvantaged communities.
- Admitting our mistakes, seeking to repair the damage, and moving forward.

We have a long journey ahead of us in order to meet these commitments, but we are dedicated to pursuing this work with urgency and perseverance. We vow to hold ourselves accountable and welcome our communities to do the same.

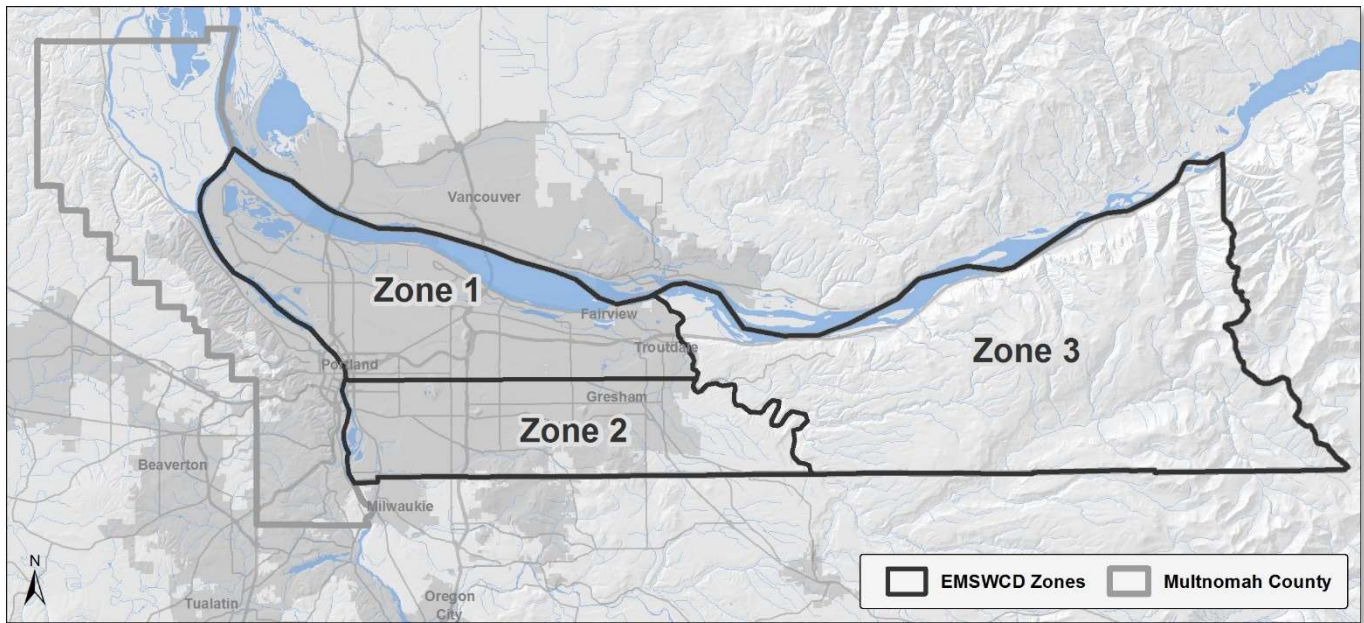


2.3 Board of Directors and Committees

The EMSWCD Board of Directors is the governing body of EMSWCD. As the governing body, it is the Board’s responsibility to: set policy; adopt the budget; set programs and strategic priorities; hire and supervise the Executive Director; and oversee the management of the EMSWCD’s affairs to ensure legal compliance and fiscal responsibility.

Board directors are elected in the November General Election held in even numbered years and serve four-year terms. At the start of FY22-23, the EMSWCD Board members will be composed of three zone Directors (see Map 2), and two at-large Directors. The Board normally meets once per month during the fiscal year. The schedule of meetings is given in Table 1 below. Details of Board meetings can be found on the EMSWCD website: <https://emswcd.org/about/board/meetings/>

Map 2: District Zones



All Board members serve on at least one of the five standing committees during this period: 1) Budget Committee; 2) Land Legacy Committee; 2) Personnel Committee; 3) Grants Committee; and 4) PIC Committee.

Board member committee assignments, as well as the months each committee is expected to meet, are shown in Table 1. All Board and committee meetings are open to the public. Details of each meeting are made available on the EMSWCD website: <https://emswcd.org/about/committees/>



Table 1: Board of Directors Positions, Committees and Meetings Schedule

EMSWCD Board			EMSWCD Committees					
Members	Positions	Officers	Budget	Land Legacy	Personnel	Grants	PIC	SPT
Joe Rossi	Director - Zone 1		X	X		X		
Laura Masterson	Director - Zone 2	Secretary	X	X	Chair			
Mike Guebert	Director - Zone 3	Chair	X	X	X			
Jim Carlson	Director - At-Large 1	Treasurer	X	X		X		
Jasmine Zimmer-Stucky	Director - At-Large 2	Vice-Chair	X	Chair	X	X		
Meeting Schedule*								
FY2-23	2022	July	6		25			20
		August	1			14		24
		September			26			
		October	3			17	TBD	12
		November	7		21			
		December	5			19		
	2023	January	2		30		TBD	
		February	6			20		TBD
		March	6	6	27			
		April	3	3		17		
		May	1	1	29			
		June	5			19		

* This schedule is subject to change, please check the EMSWCD website for meeting dates throughout the year.

2.4 Staff and Programs

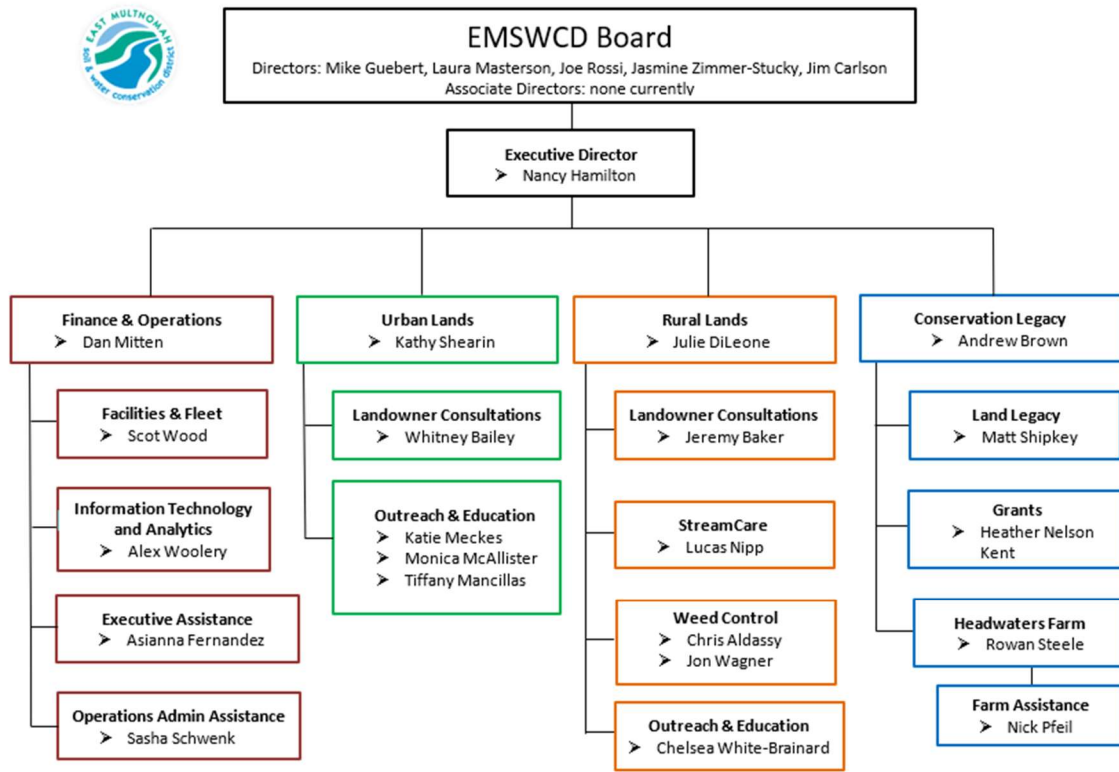
The daily operations of EMSWCD are led by its Executive Director and implemented by 22 staff. EMSWCD’s Executive Director, Nancy Hamilton, is now in the second year of her tenure here.

The Board of Directors collectively serves as the supervisor for the Executive Director, who is in turn responsible for all EMSWCD operations, including supervising staff, managing budgets, developing long range plans, representing EMSWCD to the public and partner organizations, and providing information, advice, and support to the Board of Directors and staff.

EMSWCD operations are currently organized into four programmatic units: 1) Urban Lands; 2) Rural Lands; 3) Conservation Legacy; and 4) Finance and Operations. The bulk of this work plan is organized according to these programmatic units (Sections 5 – 8). An organizational chart for EMSWCD is given in Figure 1.



Figure 1: EMSWCD Organizational Chart



June 27th, 2022



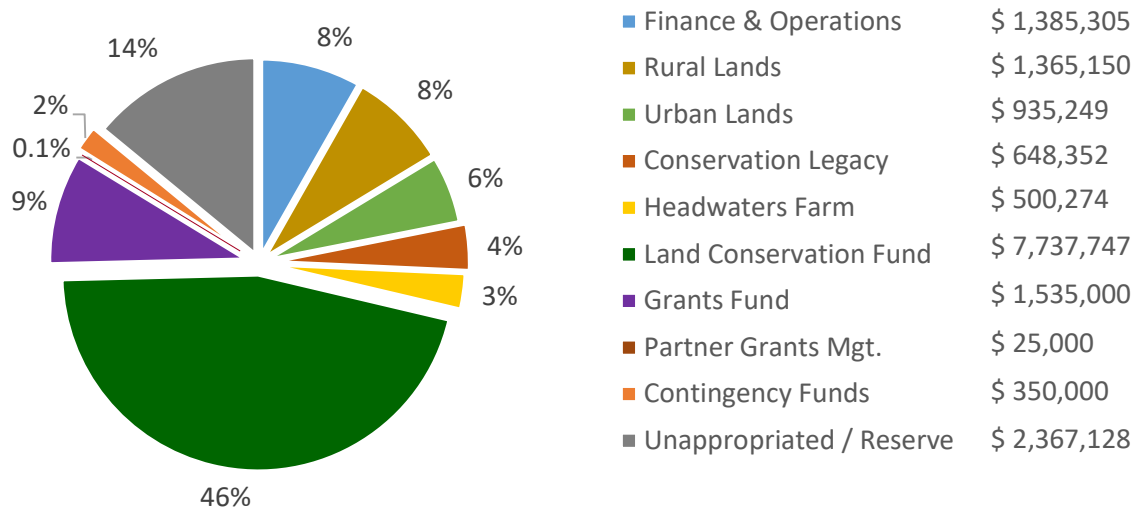
3. Budget

The total EMSWCD FY22-23 budget is \$16.8 million (see Table 1 and Figure 1), which matches funding sources of \$16.8 million (see Table 2 and Figure 2). For this fiscal year \$4,834,330 is appropriated for direct operational expenditures by the EMSWCD programs. \$9,297,747 is allocated in special funds for land purchases and grants to external entities, and an additional \$350,000 is held for unforeseen contingencies. The unappropriated funds held in reserve for FY22-23 is \$2,367,128. The detailed budget adopted for FY22-23 by Board of Directors is available on the EMSWCD website.

Table 2: FY22-23 Budget

Category		Purpose	Budgeted Amount
Operations	Finance & Operations	Staffing, facilities, and operations	\$1,385,305
	Rural Lands	Staffing, contracting, and operations	\$1,365,150
	Urban Lands	Staffing, contracting and operations	\$935,249
	Conservation Legacy	Staffing, contracting and operations	\$648,352
	Headwaters Farm	Farm-specific staff and operations	\$500,274
Sub-total Operations			\$4,834,330
Capital, Grants, and Unappropriated	Land Conservation Fund	Acquisitions	\$7,737,747
	Grants Fund	External grants	\$1,535,000
	Partner Grants	Pass through funds	\$25,000
	Contingency Funds	Unanticipated costs	\$350,000
	Unappropriated Funds	Funds held in reserve	\$2,367,128
Sub-total Grants, Funds and Reserves			\$12,014,875
Total EMSWCD Budget			\$16,849,205

Figure 2: FY22-23 Budget



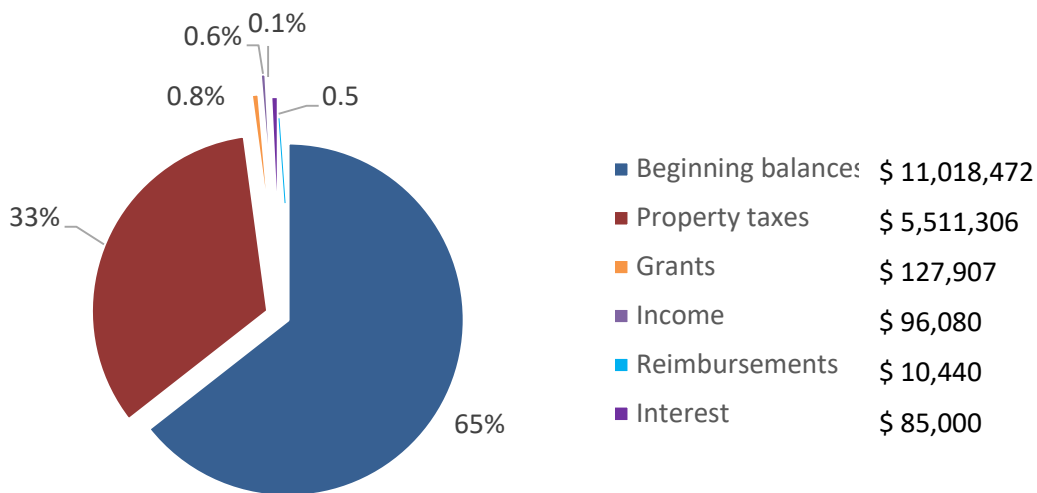


The largest source of new revenue for the organization is from the permanent property tax base. EMSWCD’s permanent property tax rate limit of \$0.1000 per \$1,000, which was approved by voters in 2005, is estimated to generate nearly \$5.4 million in FY22-23. The anticipated revenues from property taxes for FY22-23, accounts for 32.7% of total funding sources. The special capital funds and general fund carry-over from the previous fiscal year represent the largest source of available funding at \$11.0 million.

Table 3: FY22-23 Funding Sources

Source	Purpose	Sub-totals	Funding Totals
Beginning balances	General Fund carry-over from FY21-22	\$3,432,540	
	Land Conservation Fund carry-over from FY21-22	\$7,137,747	
	Grants Fund carry-over from FY21-22	\$448,185	\$11,018,472
Property taxes	FY22-23 levied taxes estimated to be received	\$5,411,306	
	FY21-22 and earlier levied taxes	\$100,000	\$5,511,306
Grants	ODA Administrative Grant	\$26,372	
	ODA Water Quality Funding	\$61,535	
	Partner grants pass-through (anticipated)	\$25,000	
	USFS Gorge Grant	\$15,000	\$127,907
Income	Native plant sales	\$50,000	
	Farm lease payments	\$46,080	\$96,080
Reimbursements	Headwaters Farm-related activities	\$5,440	
	From Partners	\$5,000	\$10,440
Interest	General Fund interest on bank/investment accounts	\$25,000	
	Land Conservation Fund interest	\$50,000	
	Grants Fund interest	\$10,000	\$85,000

Figure 3: FY22-23 Funding Sources





4. District-wide Strategic Initiatives

Over the past several years, EMSWCD has begun to operationalize its equity commitment through individual and collective learning and policy changes. In FY21-22 EMSWCD developed a Five-Year Equity Action Plan and prioritized early actions. The Equity Action Plan Goals are:

- Goal 1: Meaningfully and authentically engage Black, Indigenous, and People of Color (BIPOC), and other marginalized groups.
- Goal 2: Recruit, train, retain, and support a diverse staff and Board.
- Goal 3: Provide equitable programs and services.
- Goal 4: Allocate resources in a way that advances racial equity.

The district's Strategic Plan, in development by Board and Staff, will further integrate Equity Action Plan goals and activities to further align our commitment with planned actions, providing greater transparency and accountability to district residents and community partners.

4.1 Strategic Planning

- EMSWCD- embarked on a comprehensive strategic planning process in this fiscal year that is staff-led but includes extensive engagement by its board, staff and partners. This work, now well underway, is informed by the goals that continue to frame what we do: EMSWCD serves a district with a large – and growing – urban area.
- What role does equity and inclusion play in how the district rethinks who we are, who we serve and how we provide services in our district?
- What role does climate change - and the inherent threats it poses to water and soil health – play in what EMSWCD does?
- What does it mean to be an efficient, effective, and responsive workplace post COVID-19?

Answers to these questions and all those that will emerge throughout this process will impact EMSWCD's priorities and work plans moving forward.

4.2 Diversity, Equity, and Inclusion

EMSWCD values the diversity of our residents as an integral part of the success of our programs and our organization. We are committed to establishing authentic and collaborative relationships with communities that have been historically marginalized and under resourced to learn how best to ensure equitable conservation benefits. We envision all EMSWCD programs will support our mission in a way that is accessible to and inclusive of all. EMSWCD believes that, ultimately, conservation efforts are more likely to succeed with the engagement and support of diverse communities.

EMSWCD's DEI efforts are led by an internal staff Equity Team that includes representatives from each program area. The Equity Team is charged with helping to elevate EMSWCD's awareness, understanding, sensitivity, and response to the equity concerns of our constituents. The EMSWCD Equity Team will advocate for and promote access, inclusion, and equity within the organization, encourage staff's equity literacy through educational programs and skill building opportunities, identify key issues and suggest appropriate changes to EMSWCD's operations and policies, and hold EMSWCD accountable to its equity commitments.

In FY21-22, an internal working group completed the district's first Five-Year Equity Action Plan and prioritized actions for implementation through designated teams. The Equity Action Plan is led by a subcommittee of staff and management team members committed to forward motion and



organizational accountability. The Equity Team Coordinator serves as a liaison to the Equity Action Plan committee.

The Equity Team’s key goals for FY 22-23 include operationalizing the Equity Team Charter, conducting the first annual Equity Audit of EMSWCD, supporting ongoing learning to increase Board Equity Literacy, onboarding and supporting new Equity Team members, participating in Strategic Planning efforts, and assisting EMSWCD Staff as they implement Equity Action Plan items.

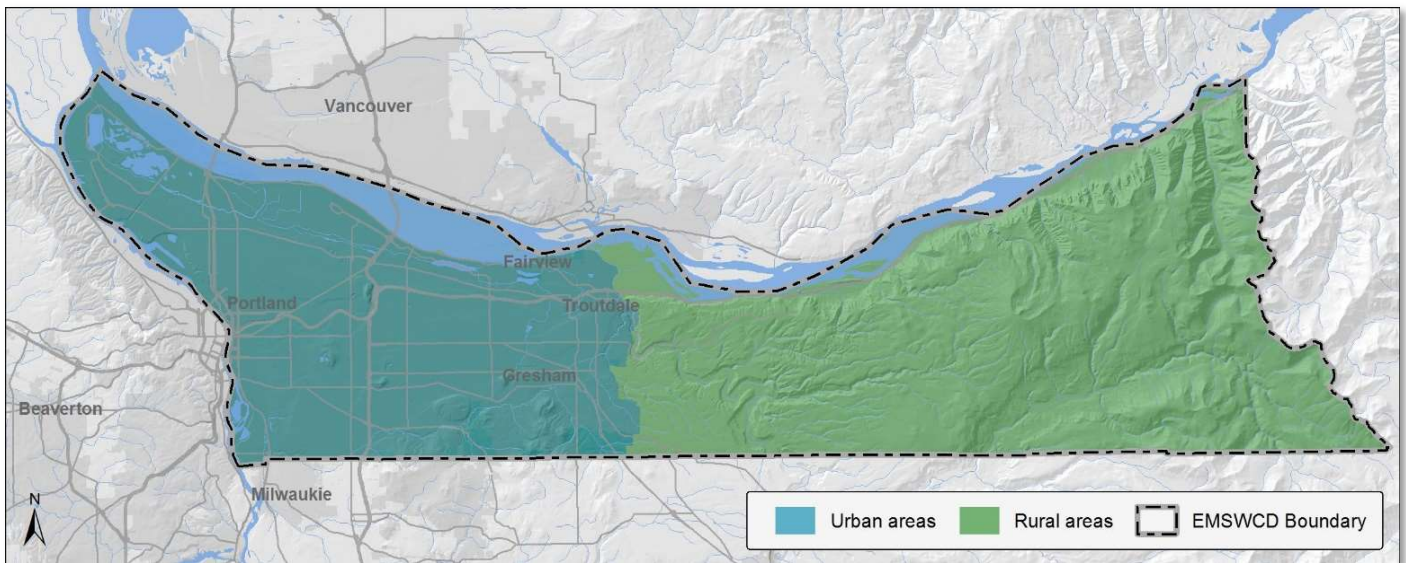
The ability of the Equity Team and all staff to complete the annual activities listed below depends on a) the nature of the Equity Team member transition process, b) the number of EMSWCD Staff members of the Equity Team, c) the unknown but likely significant commitments associated with Strategic Planning, and d) ongoing restrictions associated with the COVID 19 pandemic.

Annual Activities and Deliverables (Diversity, Equity, and Inclusion)	Q1 Summer	Q2 Fall	Q3 Winter	Q4 Spring
Operationalize Equity Team Charter; review annually.	X	X	X	X
On and off-board Equity Team members.	X			X
Model Equity Literacy practices to the organization.	X	X	X	X
Promote EMSWCD-wide equity literacy through cooperatively developing educational programs and activities with staff and management.	X	X	X	X
Work with consultant, Management Team and ED to support Board DEI activities.	X	X	X	X
Manage Equity Team budget; oversee contracts.	X	X	X	X
Update and support DEI onboarding of new staff and board members.	X	X	X	X
Support hiring committees by reviewing hiring documents (job announcements, job descriptions) and processes to help identify and constructively address potential inequities/biases.	X	X	X	X
Participate in review of Equity Focused Strategic Opportunity Grant proposals.	X	X	X	X
Participate in finalizing EMSWCD Strategic Plan.	X	X		
Coordinate with Equity Action Plan Subcommittee; support accountability for progress on action items.	X	X	X	X
Complete first annual Equity Audit of EMSWCD.			X	X
The Following Activities and Deliverables will be Pursued only as Capacity Permits				
Provide support for employees who identify as members of the BIPOC community and other groups that have been historically marginalized by planning for and launching identity specific caucuses, affinity groups.			X	X
Engage community and Board as appropriate in finalization of organization-wide DEI plan and likely with consultant assistance.	X	X	X	X



5. Urban Lands

The Urban Lands Program focuses its efforts east of the Willamette River and west of the Urban Growth Boundary (UGB) in Multnomah County (see Map 3), Oregon. The program works to foster a stewardship ethic in the urban landscape by encouraging residents to incorporate resource conservation and pollution prevention into everyday life. The Urban Lands Program provides the tools to make healthier, more informed choices for families, communities, businesses, and watersheds. The urban area of Multnomah County is one of the most diverse and populated regions of the state. The Urban Lands program has a special emphasis on ensuring EMSWCD’s programming is accessible to all who live, work, and play in EMSWCD.



Map 3: Urban and Rural Areas of EMSWCD

The Urban Lands Program helps achieve three of EMSWCD’s six broad strategic goals (see Table 4).

Table 4: Urban Lands Program Relationship to Broad Strategic Goals

Broad Strategic Goals	Urban Lands Program Applicability
Protect and improve water quality and quantity	✓
Protect and improve soil quality and quantity	✓
Protect and improve natural habitats	✓
Protect agricultural lands	
Increase the sustainability of agriculture	
Provide equitable access to nature	

To contribute to achieving the above strategic goals, the following program goals have been established for the Urban Lands Program for 2019-2024:

- 1. Decrease urban stormwater runoff by reducing impervious surfaces and retaining stormwater on-site.**
- 2. Reduce the use of synthetic landscaping chemicals & products.**



3. **Reduce the area of lawn and other high-water-use ornamental plants.**
4. **Increase the use of urban landscape water conservation methods and tools.**
5. **Increase the number of native plants, and area of green infrastructure within the urban growth boundary.**
6. **Increase public understanding of water quality, water, and natural habitat conservation concerns, and inspire action to address those concerns.**

These goals are pursued through the implementation of the following strategies:

- Outreach and education
- Technical and financial assistance
- Partnership projects and regional campaigns
- Demonstration projects
- Monitoring and evaluation

Sections 5.1 – 5.5 below provide a summary of each of these strategies, along with tables of the activities planned for FY22-23.

The Urban Lands Program FY22-23 budget is \$935,249 and includes the following five FTE (full-time-equivalent) staff.:

- Urban Lands Program Supervisor
- Two Senior Conservationists (technical assistance, and program evaluation/event planning)
- Conservation Specialist (outreach and education)
- Conservation Technician (outreach and education)

In addition to the above positions, the Urban Lands Program utilizes six contracted workshop presenters throughout the year and partners with numerous entities.

5.1 Outreach and Education

Outreach and education efforts aim to increase awareness and public understanding of water quality, water conservation, and natural habitat concerns and to inspire action to address those concerns. Urban Lands uses a variety of outreach and educational tools and techniques to bring conservation issues to the forefront of this diverse and populous area of the state.

Throughout the COVID-19 stay-at-home orders/recommendations, the Urban Lands outreach and education activities shifted to an online platform rather than in-person workshops, presentations, events, and community meetings. This method has offered constituents similar opportunities, but from the comfort of their own home, and in some cases with pre-recorded workshops, available to watch at their convenience. The Urban Lands Program hopes to return to in-person workshops along with coordinating closer with community partners in the Fall. However, the program (while remote) has been able to reach a significant number of constituents through the virtual realm. The Urban Lands program therefore expects to continue to offer a variety of virtual educational opportunities into the foreseeable future. The program will also continue to engage with community hosts who play a crucial partnership role by reaching out to their constituents to promoting our offerings.

For an up-to-date description of each Urban Lands workshop, please visit our website:

<https://emswcd.org/workshops-and-events/upcoming-workshops/workshop-descriptions/>.

Activities and deliverables related to Urban Lands outreach and education efforts in FY22-23 are given in the table below.



Annual Activities and Deliverables (Outreach and Education)	Q1	Q2	Q3	Q4
Outreach				
Update Urban Lands web content.	X	X		
Coordinate with partners to develop workshops and outreach materials that engage diverse audiences	X	X	X	X
Identify how Urban Lands offerings are, and can, address the impacts of climate change and the potential ways to incorporate them into outreach and programming.		X	X	X
Identify how Urban Lands offerings can center Equity, Inclusion, and Access and adjust outreach and programming as necessary.	X	X	X	X
Design and produce educational and promotional materials, as needed.	X	X		
Engage 12 new and existing community leaders/groups/organizations in priority areas. Q1=4, Q2=2, Q3=2, Q4=4.	X	X	X	X
Table at community events with literature about EMSWCD programs and events.	X			X
Attend 6 community meetings to promote EMSWCD workshops and introduce the public to the benefits of sustainable landscaping and/or green infrastructure practices.	X	X	X	X
Education				
Adult Conservation presentations (1-hour): 10/year; 200 participants		X	X	X
Adult Conservation Workshops (2-4 hours): 50/year; 1200 participants		X	X	X
Events				
Host events that engage the community and get native plants into the urban realm. Examples may include a Native Plant Sale with a goal to reach 1000 participants/customers; and sell at least 10,000 bare-root trees and shrubs. Other examples may include “Planting with Partners” events – teaming with community partners and volunteers to get trees and native shrubs planted in underserved communities - with a goal of having 3-5 partner planting events/yr.	X	X	X	
Host live or “virtual” events. For example, a “Yard Tour”, a “Native Plant swap” and other events/social media groups that allow for greater and more diverse participation.	X	X	X	X

5.2 Technical and Financial Assistance

The Urban Lands Program provides technical assistance to landowners and managers to help them identify and pursue opportunities for implementing resource conservation practices on their land. Technical assistance addresses stormwater management, green infrastructure, invasive plant management, water conservation, and habitat restoration. Technical consultations may result in site-level conservation plans being developed. Plans for specific conservation measures may also be eligible for and result in financial assistance. This assistance is often in the form of cost-share, where EMSWCD contributes a portion of funding for the implementation of conservation practices on the ground. Cost-share funding is implemented through EMSWCDs *Cooperative Landowner Incentive Program (CLIP)* grant program.

Specific activities and deliverables related to Urban Lands technical and financial assistance in FY22-23 are given in the table below.



Annual Activities and Deliverables (Technical and Financial Assistance)	Q1	Q2	Q3	Q4
Provide technical consultations and site visits to residential, commercial, and industrial landowners. 100/year, 25/quarter.	X	X	X	X
Provide technical consultations and site visits to Grants Program applicants and/or projects. 10 consults/year.	X	X	X	X
Identify how Urban Lands technical assistance offerings can be more equitable, inclusive, and accessible, and adjust content and delivery as necessary.	X	X	X	X
Identify how Urban Lands technical assistance can incorporate climate change considerations into our offerings and adjust content and delivery as necessary.	X	X	X	X
Work with local jurisdictions to encourage the adoption and implementation of green infrastructure, as well as sustainable and restorative land management practices.	X	X	X	X
Work with 3 large land managers to build relationships, encourage sustainable land management practices, and promote EMSWCD services.	X	X	X	X
Cooperative Landowner Incentive Program				
Provide cost-share assistance for rain gardens, habitat restoration, and other practices. 3-5 projects/year	X	X	X	X

5.3 Partnerships

Numerous local, state, and national organizations undertake natural resource conservation activities in the Portland metro area. Key to working within such a diverse and populated area as Portland is to engage partners and participate in regional, multi-organizational projects and campaigns. These engagement efforts multiply the reach and magnitude of change that the Urban Lands Program can achieve.

Specific activities and deliverables related to Urban Lands Program participation in partnership projects and regional collaborations in FY22-23 are given in the table below.

Annual Activities and Deliverables (Partnerships and Regional Campaigns)	Q1	Q2	Q3	Q4
Help develop IPM web tool (Solve Pest Problems) by participating in OSU project teams.	X	X	X	X
Participate in partnership to provide workforce development to day-labor force.	X	X	X	X
Work with and promote community organizations and not-for-profits that increase green infrastructure, wildlife, and pollinator habitat.	X	X	X	X
Promote water conservation and work with and support other water conservation groups and initiatives.	X	X	X	X
Collaborate with Watershed Councils within EMSWCD boundaries.	X	X	X	X

5.4 Demonstration Projects

The Urban Lands Program utilizes demonstration projects to educate others about conservation and to inspire similar efforts throughout the region and beyond.

Conservation Corner: The EMSWCD office, affectionately known as “Conservation Corner”, serves as an example and training center to demonstrate the various tools that are advocated by the Urban Lands Program. Examples of the numerous tools that are demonstrated at the site include naturescaping, rain gardens, green roofs, pervious pavement, and more.

Large-Scale Demonstration Projects: In collaboration with partners, the Urban Lands Program has begun pursuing the implementation of large-scale demonstration projects. While aimed at significantly



improving resource conditions at specific sites on a meaningful scale, these projects are also meant to educate others about conservation and serve to catalyze similar efforts elsewhere.

The Mt Hood Community College (MHCC) *Clean Water Retrofit* is an ongoing partnership between EMSWCD, MHCC, and the City of Gresham to address the natural resource concerns on the MHCC campus. This partnership works to improve stormwater management and establish and restore native habitat and other green infrastructure. It engages students and the community while serving as a demonstration of best practices. This partnership is expected to continue through FY22-23.

Demonstration project activities for Urban Lands staff for FY22-23 are identified in the table below.

Annual Activities & Deliverables (Demonstration Projects)	Q1	Q2	Q3	Q4
Implement the Conservation Corner outreach plan to enhance the visibility and educational value of the site. Provide tours, improve demonstrations on site, etc.	X	X	X	X
Oversee maintenance and improvements to Conservation Corner landscape, green infrastructure (pervious pavement, roofs, walls, etc.), and Green Streets installations.	X	X	X	X
Participate in Steering committee for the MHCC retrofit project.	X	X	X	X
Work with partners to guide and implement top priority projects identified in the MHCC assessment.			X	X

5.5 Monitoring and Evaluation

EMSWCD is currently in the midst of an organization-wide strategic planning effort. The formal portion of this planning will conclude in the Fall of 2022. The Urban Lands team expects to take over where that process leaves off and continue evaluating and adjusting urban programming in response to that effort and those findings.

The program will be utilizing existing, and exploring new, indicators that are tracked over time to monitor programmatic progress. Included will be measures related to demographics, outputs of the program (e.g. workshop attendance, self-reported behavior/actions, number of native plants sold/planted, stormwater managed/treated, impervious surface removed, etc.) as well as reviewing the results of partner tracking efforts of the resources that the program is ultimately aiming to protect (e.g. water quality, water use, urban tree canopy, pervious surface area, etc.).

Activities related to monitoring and evaluation in FY22-23 are included in the table below:

Annual Activities and Deliverables (Monitoring and Evaluation)	Q1	Q2	Q3	Q4
Meet with partners, assess partner monitoring efforts, studies, and findings.	X	X	X	
Identify relevant regional monitoring and evaluation efforts as they pertain to Urban Lands programmatic goals.		X	X	X
Identify how Urban Lands offerings can be more equitable, inclusive, and accessible, and adjust content and delivery as necessary.	X	X	X	X
Identify how Urban Lands program can incorporate climate change considerations into our offerings and adjust content and delivery as necessary.	X	X	X	X
Explore, develop, and implement new program monitoring and evaluation metrics.		X	X	X
Collect and analyze data to support urban lands program evaluation plan.		X	X	X



6. Rural Lands

The Rural Lands Program focuses on the portions of EMSWCD that are outside of the urban area. The program provides technical information and financial assistance to help public and private landowners protect natural resources on their land. In so doing, the Rural Lands Program helps achieve four of EMSWCD’s broad strategic goals.

Table 5: Rural Lands Program Relationship to Broad Strategic Goals

Broad Strategic Goals	Rural Lands Applicability
Protect and improve water quality and quantity	✓
Protect and improve soil quality and quantity	✓
Protect and improve natural habitats	✓
Protect agricultural lands	
Increase the sustainability of agriculture	✓
Provide equitable access to nature	

To contribute to achieving these strategic goals, the following program goals have been established for the Rural Lands Program for 2019-2024:

1. **Decrease erosion from working lands in the rural part of the district to prevent sediment and bacteria from entering waterways.**
2. **Improve the efficiency of irrigation on working lands.**
3. **Increase stream shading to protect water temperature and improve riparian habitat in priority watersheds.**
4. **Understand water quality baseline levels in priority watersheds and trends over time.**
5. **Reduce the impacts of ecosystem altering weeds species on natural habitats in the rural part of the district, focusing on protecting high value native forest and riparian areas.**
6. **Limit invasive species pressure on natural regeneration of native forest in areas burnt by the 2017 Eagle Creek fire.**
7. **Increase awareness among landowners and managers about protecting and improving water quality, water quantity, soil health, riparian health, natural habitats, and reducing populations of invasive weeds.**

These goals are pursued through implementation for the following strategies:

- Technical and financial assistance
- StreamCare (riparian revegetation)
- Outreach and education
- Water quality monitoring
- Weed control

Sections 6.1 – 6.5 below provide a summary of each of these strategies, along with a listing of the activities planned for FY22-23.

The Rural Lands Program FY22-23 budget is \$1,365,150, which includes funding for the following six positions:

- Rural Lands Program Supervisor;



- Four technical conservation staff¹; and
- One outreach and education position.

6.1 Technical and Financial Assistance

The Rural Lands program provides agricultural and rural landowners technical assistance to help them conserve and minimize impacts on soil and water resources. This might include design and siting of practices to reduce erosion, improve irrigation efficiency, compost or store manure, and exclude livestock from riparian areas. Technical consultations may result in site level conservation plans being developed. Plans for specific conservation measures may result in financial assistance where EMSWCD, or another funder, contributes a portion of funding for the implementation of conservation practices on the ground.

Specific activities planned for Rural Lands technical and financial assistance for FY22-23 are included in the table below.

Annual Activities and Deliverables (Technical and Financial Assistance)	Q1	Q2	Q3	Q4
Landowners Consultations				
Conduct 20 site visits including first-time site visits with 5 landowners.	X	X	X	X
Develop 5 technical recommendations and/or conservation plans that include recommendations to address erosion and/or water quality.	X	X	X	X
Assist 3 landowners with cost share applications.	X	X	X	X
Partner with NRCS to promote and deliver cost share assistance.	X	X	X	X

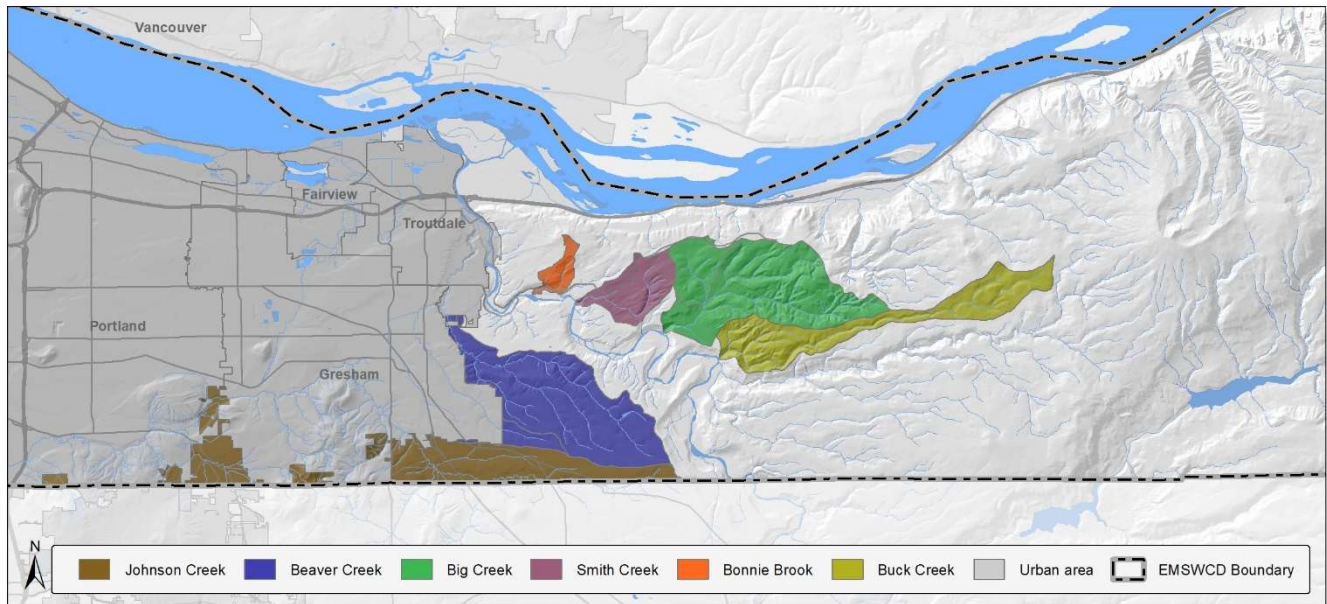
6.2 StreamCare

The EMSWCD established the StreamCare (riparian re-vegetation) program in 2008. The program’s purpose is to establish native riparian vegetation along streams to increase shade, thereby preventing solar heating of the stream and reducing stream temperatures. Streamside vegetation also prevents stream bank erosion, provides a source of woody debris for the stream system, and filters surface runoff entering the stream. StreamCare work is ongoing in the Johnson Creek, Beaver Creek, Big Creek, Smith Creek, Bonnie Brook and Buck Creek watersheds. (see Map 4)

¹ See Appendix 2 for details of these positions and their roles within the Rural Lands Program.



Map 4: StreamCare Watersheds



The focus on the majority of StreamCare sites is to reduce weed pressure, plant native trees and shrubs, and maintain the sites to promote the growth of the planted native trees and shrubs. Sites are evaluated after five years to determine if weed pressure is reduced to the point that the planted trees and shrubs will be able to survive without additional maintenance. If weed pressure is still too high, the agreement is extended. If not, the site is ready to graduate, and a site visit is scheduled with the landowner to walk through the StreamCare area and provide outreach materials, including a list of plants on their site and a native plant identification guide. Specific activities planned for the StreamCare program for FY22-23 are included in the table below.

Annual Activities and Deliverables (StreamCare)	Q1	Q2	Q3	Q4
Site restoration and maintenance				
Maintain the existing, planted StreamCare areas to ensure good rates of plant survival.	X	X	X	X
An additional 25 acres planted in FY22-23.			X	
Coordinate contracted labor crews for site preparation, weed control, and planting.	X	X	X	X
Manage wholesale plant orders, delivery, and storage.	X		X	
StreamCare sites that reach the five-year mark will be evaluated to determine if the site is ready to graduate or if the landowner agreement should be extended.	X	X	X	X
For landowners that are graduating from StreamCare, offer an exit site visit.	X		X	X
Monitoring and evaluation				
Maintain GPS and GIS data; maintain StreamCare “database” to track and compile deliverables.	X	X	X	X

6.3 Outreach and Education

The Rural Lands program conducts outreach to raise awareness regarding water, soil, and natural habitat quality and quantity issues and related EMSWCD service offerings. A major component of this work is increasing the understanding of the impact, both positive and negative, private property owners can have on water quality and quantity. With agricultural landowners and managers, outreach helps



increase awareness about and implementation of the Agricultural Water Quality Plans in the area. A portion of the outreach conducted uses other topics, like pollinators or wildlife, to attract interest and engage landowners in conservation. A priority for the next year will be exploring ways to better engage the BIPOC (Black, Indigenous, and People of Color) community in outreach by building relationships, self-education, and improving outreach materials to be more accessible to a wider audience. Specific outreach activities planned for FY22-23 are provided in the table below.

Annual Activities and Deliverables (Outreach)	Q1	Q2	Q3	Q4
Use mailings, advertisements, web and social media to promote conservation, outreach events and program offerings.	X	X	X	X
Coordinate three workshops to provide conservation education and program information.		X		X
Continue to evaluate outreach methods and materials to identify needed changes to improve access.	X	X	X	X
Continue to identify opportunities to engage and build relationships with rural BIPOC community members and groups.	X	X	X	X

6.4 Water Quality Monitoring

EMSWCD monitors water quality in some streams and collaborates with multiple entities to establish baseline conditions and monitor progress over time.

According to the Oregon Department of Environmental Quality (DEQ), both Johnson and Beaver Creeks have water quality impairments for temperature and fecal bacteria. In addition, Johnson Creek is listed for legacy pesticides. DEQ uses total suspended solids as a surrogate measure for legacy pesticides. Water quality monitoring will continue to document trends in both creeks. All water quality monitoring will be coordinated with partners to prevent duplication and allow for combined data analysis.

The Rural Lands Program will also monitor water temperature in Big and Smith Creeks. The Sandy River does not meet the State of Oregon’s standard for temperature, and DEQ pointed to the need for increased shading of the tributaries in the TMDL (total maximum daily load). Big and Smith Creeks are both tributaries to the Sandy River, but temperature data was not collected as part of the development of the TMDL. Continuous temperature loggers were installed for the first-time during summer 2016. This monitoring will continue in Big and Smith Creeks during the summer of 2022. Specific monitoring activities planned for FY22-23 are identified in the table below.

Annual Activities and Deliverables (Water Quality Monitoring)	Q1	Q2	Q3	Q4
Collect monthly samples in upper Beaver and Johnson Creeks. This will include laboratory analysis for fecal bacteria, total suspended solids, total phosphorous, and nitrate. Submit data to DEQ for trend analysis.	X	X	X	X
Install continuous temperature loggers in multiple locations in Beaver, Johnson, Big, and Smith creeks each April. Remove temperature loggers in the fall.	X			X
Analyze and report on water quality data in collaboration with other partners’ monitoring efforts.	X	X	X	X

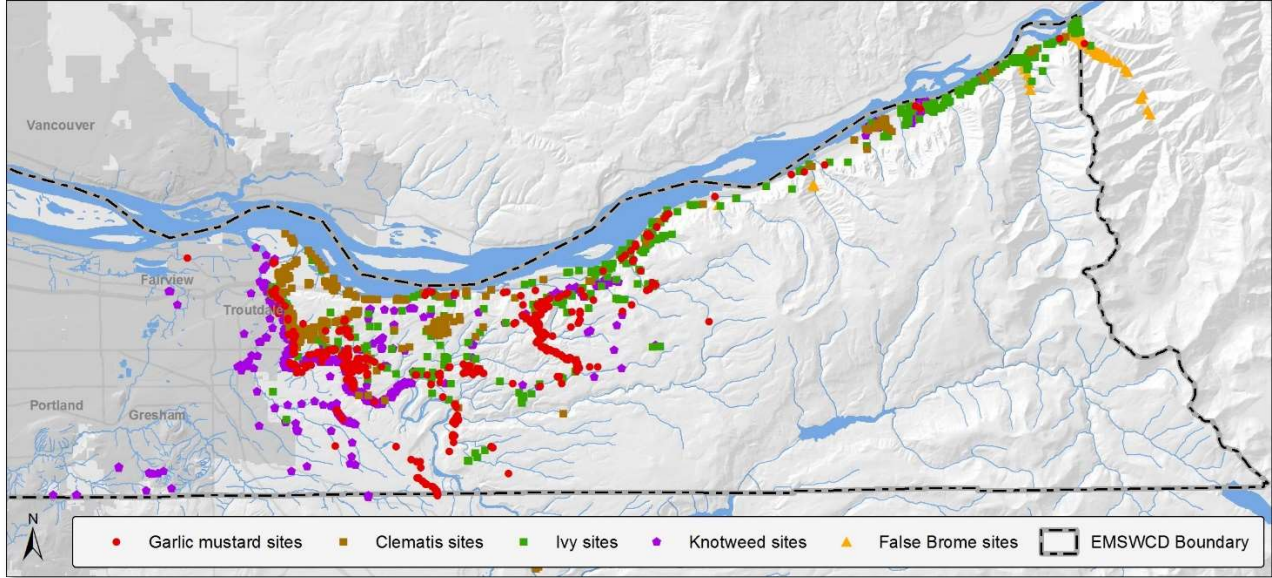
6.5 Weed Control

The spread of invasive noxious weed species can cause serious and nearly irreparable harm to natural ecosystems. To help address this problem, EMSWCD has created an invasive weed control program. EMSWCD works with a wide range of partners to create and implement geographically explicit strategies for targeted weed species. Generally, EMSWCD’s approach to weed control has been to target the most



ecologically damaging species in which there is a good probability of successful, localized eradication or regional containment. EMSWCD’s weed control efforts are generally undertaken in the Sandy River watershed and the Columbia River Gorge (see Map 5).

Map 5: EMSWCD Weed Control Locations



Working with the two local Cooperative Weed Management Areas active in the EMSWCD service area, likely future invasive weed threats are regularly identified to use an Early Detection and Rapid Response (EDRR) approach to prevent infestations. Staff survey for these weeds and respond to reported sightings to verify the identification and work with the landowners on any needed control.

In addition, weeds were identified that present a current threat to riparian areas and intact, native forests in the Sandy River watershed and the Columbia River Gorge. Target species include garlic mustard, knotweed, false brome, spurge laurel, English ivy, and old man’s beard. A variety of control methods are used based on a strategic, integrated pest management approach customized to the biology of each target species. EMSWCD staff survey for new infestations and monitor existing infestations to ensure control efforts are successful. Contracted crews are used to assist with control work.

During the summer and fall of 2017, the Eagle Creek fire burned in the Columbia River Gorge. Most of the burned area is owned by Oregon State Parks and the U.S. Forest Service within the Columbia Gorge National Scenic Area. EMSWCD has entered into agreements with both entities to continue to control invasive weeds in the burn area that will impact the natural regeneration of forest.

Specific weed control program activities planned for FY22-23 are indicated in the table that follows.

Annual Activities and Deliverables (Weeds)	Q1	Q2	Q3	Q4
Early detection and rapid response				
Verify, assess, and perform necessary control for all reports of species from the Early Detection & Rapid Response list.	X	X	X	X
Control priority weeds				
Control 50% of known riparian knotweed infestations annually.	X			



Annually control all accessible false brome infestations (acreage unknown due to Eagle Creek fire) to prevent establishment in the rural areas of the district.	X	X		
Survey for new false brome populations along plausible vectors.	X			
Control 20% of known infested acreage of spurge laurel annually, where access has been granted by the landowner.	X	X		
Monitor/control existing ivy and clematis project sites in natural areas east of the Sandy River corridor. Maintain all sites undergoing post ivy/clematis infestation re-vegetation.	X	X	X	X
Annually control all known infestations of garlic mustard outside the containment zone a minimum of 2 times.				X
Survey outlying areas for spread of garlic mustard.				X
Eagle Creek Fire response				
In collaboration with partners, undertake weed control in priority areas.	X	X	X	X
Regional coordination				
Provide technical assistance with weed identification and control methods.	X	X	X	X
Participate in both the 4-county and Columbia Gorge Cooperative Weed Management Areas.	X	X	X	X
Monitoring and evaluation				
Maintain weed location information in GIS, including abundance information for the target species.	X	X	X	X
Evaluate the need to alter the garlic mustard containment zone.	X	X	X	X

7. Conservation Legacy

The EMSWCD’s Conservation Legacy Program works to secure a legacy of conservation within the district primarily by working with and helping other entities achieve mutually held goals. The Conservation Legacy programmatic unit includes three EMSWCD programs, the Headwaters Farm Program, the Land Legacy Program, and the Grants Program. The FY22-23 Conservation Legacy Program operational budget (inclusive of the Headwaters Program operational budget) is \$1,148,642 million. In addition, the Land Conservation Fund (\$7,737,747) and the Grants Fund (\$1,535,000) are available to support the Land Legacy and Grants Programs respectively. The Conservation Legacy team consists of the following 5.5 FTEs:

- Conservation Legacy Program Supervisor
- Land Legacy Program Manager
- Grants Program Manager
- Headwaters Farm Program Manager
- Headwaters Operations Assistant
- Facilities Manager (0.5 FTE)

A description of the three programs and activities for FY22-23 are found in Sections 7.1 - 7.3.

7.1 Headwaters Farm

The EMSWCD works to maintain healthy, productive agricultural lands by promoting a sustainable agricultural economy and fostering a stewardship ethic. To this end, EMSWCD established the Headwaters Incubator Program (HIP) in 2013 at Headwaters Farm, a 60-acre property located outside of Gresham, Oregon (see Map 6).



Map 6: Headwaters Farm



HIP seeks to address the dwindling number of skilled, knowledgeable, and prepared beginning farmers and ensure that local farmland stays in production and is well-stewarded. To facilitate this, HIP leases land, equipment, infrastructure, and other agricultural resources to individuals who have farming experience but who lack a clear path to launching a viable farm business. HIP collaborates with Oregon State Extension Service, Rogue Farm Corps, Zenger Farms, Friends of Family Farmers, Oregon Tilth and



others to offer educational opportunities for incubator farmers. HIP helps EMSWCD fulfill five of the organization’s broad strategic goals (see Table 6).

Table 6: Headwaters Incubator Program Relationship to Broad Strategic Goals

Broad Strategic Goals	HIP Applicability
Protect and improve water quality and quantity	✓
Protect and improve soil quality and quantity	✓
Protect and improve natural habitats	✓
Protect agricultural lands	✓
Increase the sustainability of agriculture	✓
Provide equitable access to nature	

In order to help achieve the broad strategic goals above, the Headwaters Incubator Program has the following program goals and objectives:

- 1. Maintain and improve the natural resources at Headwaters Farm to support sustainable agriculture.**
- 2. Facilitate the establishment of viable new farm businesses, that are good stewards of land.**
 - a. HIP has at least 12 participants at all times.
 - b. HIP attracts a quality applicant pool of at least 10 applicants a year.
 - c. HIP graduates at least one or more farmers each year
 - d. 30% of HIP graduates operate within the district and 80% serve EMSWCD constituents.
- 3. Increase the visibility of conservation farming practices.**
- 4. Headwaters Farm facilities, infrastructure and equipment supports the HIP program and EMSWCD’s mission.**

The strategies and actions pursued to realize these goals follow below.

7.1.1 Maintain and improve the natural resources

Conservation farming, including USDA-NRCS agricultural best management practices, is being applied at Headwaters Farm to maintain and improve soil health for use in agriculture, protect onsite and downstream natural resources, and demonstrate the connection between viable farm businesses and proper resource management. Various activities in FY22-23 will continue to build on existing conservation farming efforts, which are given on the table below.

Annual Activities and Deliverables (Natural Resources Management)	Q1	Q2	Q3	Q4
Conservation Planning Approach				
Plan, implement and monitor a suite of practices that promote good stewardship, including: organic practices, cover cropping, nutrient management, integrated pest management, reduced and appropriately timed tillage, drip irrigation, soil compaction alleviation, among others.	X	X	X	X
Soil Health Improvements				
Cover crop or silage tarp farmable areas of Headwaters Farm if not in production or being “stale-bedded” for nutsedge and other invasive weed management.	X	X	X	X
Soil samples taken for all fields in October, both in production or not, to help determine fertility needs and document change over time.			X	
Manage invasive weeds.	X	X		X



Apply on-farm generated compost to fallowed fields.				X
Erosion and Stormwater Management				
Install native plants and improve vegetative cover within a primary stormwater basin.			X	
Irrigation efficiency				
Work with incubator farmers to encourage appropriate irrigation amounts and methods.	X			X
Natural Habitat				
Maintain existing pollinator habitat and hedgerows.	X			X
Infill plantings in existing pollinator hedgerows, as needed.			X	

7.1.2 Headwaters Incubator Program

Now in its tenth season, the Headwaters Incubator Program has grown into an established resource for new farmer development in the region. Since inception in 2013, HIP has grown steadily by adding two-to-six new farm businesses each year, however no new farmers were accepted for the 2022 season to get participant numbers down to a more sustainable total. This was both for the benefit of the farm’s ability to best support the incubator farmers as well as staff’s ability to effectively facilitate the program. For the 2022 season there are 13 farm businesses consisting of 15 farmers participating in HIP. Four farm businesses are expected to graduate at the end of the 2022 season.

Recruiting farmers into HIP is accomplished via an outreach campaign focused on engaging prospective farmers, program partners, and the public. These outreach activities will be used to target at least ten applicants for the 2023 growing season, of which new operations will be accepted into HIP during FY22-23. Besides the number of qualified applicants, the amount of farmland and capacity of facilities, attrition rate, and early graduations are other factors that impact the number of new farms that will accepted into the incubator program for the 2023 season.

EMSWCD seeks to retain a majority of program graduates within the district. To achieve the full potential of HIP, successful placement of HIP graduates onto suitable land will need to occur to ensure they continue to grow their fledgling farm businesses away from Headwaters Farm. To effectively manage this transition, farmers nearing graduation (year three and beyond) work with EMSWCD staff and HIP partners to explore viable long-term options for obtaining farmland that is suitable for their operations, either through purchase or lease. Specific projects and activities related to the Headwaters Incubator Program planned for FY22-23 are given on the table below.

Annual Activities and Deliverables (HIP)	Q1	Q2	Q3	Q4
HIP Program				
Update the Farmer’s Manual.		X		
Provide a shared market booth at the Portland State University Farmers Market.	X	X	X	X
HIP Farmer recruitment and retention				
Obtain at least 10 HIP applicants for the 2023 growing season.		X		
At least two new farms recruited in FY22-23.		X	X	
Host at least 12 incubator farmers.	X	X	X	X
HIP Farmer Support and Training				
Meet with each farm business mid-season and at the conclusion of the calendar year to discuss mitigating challenges and capitalizing on opportunities.	X		X	



Conduct a new farmer orientation.			X	
Host a communication training.	X			
Tractor safety and operation training.			X	
BCS farmer operation trainings.	X		X	X
Individualized nutrient management trainings to any interested HIP Farm.			X	X
Provide free access to Changing Hands Workshop series.			X	
Provide free access to Rogue Farm Corps’ Portland Chapter workshops.	X			X
Provide free access to the Oregon Small Farms Conference.			X	
Offer personalized farm business management supports to more established incubator farmers in collaboration with Tanya Murry at Oregon Tilth.	X	X	X	X
Offer training on farm taxes.		X		
Secure mediation and conflict resolution consulting, as needed.	X	X	X	X
Maintain a Community Board with information provided by each farm and farmer.	X	X	X	X
HIP Graduate Support				
Work with graduating farmers to identify best landing options for their farm businesses.	X	X		
Maintain ongoing relationship with HIP graduates and connect them to various support services.	X	X	X	X
Conduct survey of HIP graduates.		X	X	

7.1.3 Outreach and Education

The conservation farming practices at Headwaters Farm offers a unique opportunity to demonstrate good land stewardship. Site tours of Headwaters Farm are offered and undertaken throughout the year. Conservation farming practices are also promoted through articles, the EMSWCD website, and social media outlets. EMSWCD anticipates the acquisition of an electric tractor during FY22-23, which will be a strong focal point of outreach.

In addition to the promotion of USDA-NRCS conservation agriculture practices, much of the outreach on Headwaters Farm and the incubator program geared toward the general public will be focused on connecting constituents to the broad suite of EMSWCD’s services and to generate enthusiasm for and understanding of conservation. Outreach activities planned for FY22-23 are included in the table below.

Annual Activities and Deliverables (Outreach and Education)	Q1	Q2	Q3	Q4
Highlight and promote key conservation efforts by keeping an active social media presence and updating the HIP page on the EMSWCD website regularly.	X	X	X	X
Lead tours at Headwaters Farm for prospective farmers, program partners, and the general public.		X	X	X
Create and implement an outreach plan for sharing information about the electric tractor.			X	X
Install signage for the Dianna Pope Natural Area	X	X		

7.1.4 Headwaters Facilities, Infrastructure and Equipment

Headwaters Farm continues to be improved to best accommodate incubator farmers and enable the efficient management of the HIP program. Significant projects this fiscal year includes conducting driveway maintenance throughout the farm and adding shade cloth over the propagation greenhouses. The District will also monitor Occupational Safety and Health Administration and Oregon Health



Authority and adapt on-farm policies in accordance with regulations, recommendations, and what is best for staff and farmers. Farm infrastructure and other site improvements that are planned for FY22-23 are indicated in the table below.

Annual Activities and Deliverables (Facilities, Infrastructure and Equipment)	Q1	Q2	Q3	Q4
Install shade cloth on the propagation greenhouses.	X			
Conduct driveway maintenance throughout the farm to address potholes and improper road drainage.	X	X		
Build a driveway “bump-out” location for DPNA signage.	X	X		
Procure a Tilmor Power Ox walk-behind cultivator.	X			
Procure a no-till drill.		X		
Procure a Soletrec E70N electric tractor.		X		
Conduct maintenance of farm vehicles and equipment.	X	X	X	X
Conduct facilities, road and path safety inspections and address issues that arise.	X	X	X	X
Track COVID-19 guidelines and implement on-farm health and safety protocols and policies accordingly.	X	X	X	X
Conduct COVID-19 sanitation and disinfecting cleanings as appropriate.	X	X	X	X

7.2 Land Legacy

The Land Legacy Program focuses on protecting working farmland and properties that possess significant natural resources and/or access to nature opportunities. Working farmland is the principal priority and focus of the program at this time, as there no other organizations currently working to protect this important resource in the EMSWCD service area. Conservation interests (fee-simple interest, easement interest) can be acquired, retained, and managed over the long-term directly by EMSWCD, or property interests can be acquired and transferred to partner agencies, other organizations or private landowners for long-term management. The Land Legacy Program helps the EMSWCD achieve all six of its broad strategic goals (see Table 7).

Table 7: Land Legacy Program Relationship to Broad Strategic Goals

Broad Strategic Goals	Land Legacy Program Applicability
Protect and improve water quality and quantity	✓
Protect and improve soil quality and quantity	✓
Protect and improve natural habitats	✓
Protect agricultural lands	✓
Increase the sustainability of agriculture	✓
Provide equitable access to nature	✓

EMSWCD has also established specific goals for the Land Legacy Program. From 2019-2024, the Land Legacy Program will:

1. **Protect agricultural land east of the Urban Growth Boundary, excluding the urban reserve.**
 - a. Complete approximately 15 farmland transactions (fee acquisitions, working farmland easement acquisitions, or disposition of properties subject to a working farmland easement).
 - b. One to three transactions will help provide access for beginning farmers.



- c. Complete transactions that address farmland access inequities by providing access for individuals from communities that have been negatively impacted by racial discrimination and/or dispossession.
 - d. Farmland protection will incorporate when possible agricultural practice improvements, affordability measures and, productivity requirements.
- 2. Help partners protect one to two urban farms and community gardens projects through financial and technical assistance.**
 - 3. Protect priority habitats in the district by helping partners protect areas identified in conservation-related plans.**
 - e. Fund approximately one to two natural area transactions.
 - 4. Assist partners in establishing new parks and natural areas in underserved communities.**
 - f. Fund approximately one to two access to nature land transactions.

The EMSWCD Land Conservation Fund is a dedicated fund for the purchase, management and stewardship of district working farmland conservation easements and fee-simple interests, and for assisting partners in the acquisition related costs of conservation interests. For FY22-23, \$7,737,747 is available in the Land Conservation Fund to support Land Legacy Program conservation projects (this amount is not net of commitments for land transactions in progress).

More general program work planned for FY22-23 is noted in the table below.

Annual Activities and Deliverables (Land Legacy Program)	Q1	Q2	Q3	Q4
General Program Administration	X	X	X	X
Maintain effective records management for all property interests.	X	X	X	X
Participate in EMSWCD strategic planning work	X	X		
Update working farmland easement and lease template documents	X	X	X	X
Partnership development that advances / complements EMSWCD work	X	X	X	X
Participate in learning / training opportunities	X	X	X	X
Programmatic outreach / communications	X	X	X	X

7.2.1 Working Farmland Protection

Acquisition work for FY22-23 will continue to prioritize the acquisition of working farmland easements where possible, while recognizing that valuation issues require resolution in order to increase interest in this option. Fee acquisition opportunities will also be given strong consideration when properties are at a threat of conversion to non-agricultural use and/or access opportunities may be created. Opportunities to advance more secure tenure for farmers from communities that have experienced racial discrimination and/or dispossession will remain a programmatic focus (via existing or possible new EMSWCD holdings and partnership projects). EMSWCD will seek to leverage its investments when possible and desirable, especially via the development of funding opportunities from Metro’s recently passed Open Space Bond which EMSWCD helped secure. In terms of the number of transactions, the LLP has modestly reduced the projected number of transactions for FY22-23 from 3 to 2, in recognition of the focus needed to close out existing complex projects, reduced staffing capacity and the increasing time implications associated with our growing portfolio of fee, easement and agricultural management plan interests. More specific details on the working farmland protection activities for FY22-23 are in the table below.



Annual Activities and Deliverables (Working Farmland Protection)	Q1	Q2	Q3	Q4
Reactively evaluate opportunities and pursue where appropriate; bring compelling farmland conservation opportunities to the LLC/Board for consideration as capacity permits.	X	X	X	X
Purchase of a new farm property.	X	X	X	X
Continue co-creation of farm access equity strategies with community. May entail continuing Advisory Group and/or other strategies.	X			
If recommended by Strategic Plan, develop new farm access tools (e.g. down payment program), refine existing tools, partnership work.	X	X	X	X
Identify and implement plan for use / disposition of Gordon Creek farm property.	X	X	X	X
Sell Mainstem Property, acquire working farmland easement.		X	X	X
Identify and implement a plan for the use of ½ ac @ Mainstem farm for disadvantaged farmers.	X	X	X	X
If there is another project lead/distributed and feasible workload, assist to a limited extent in creating on-demand Farm Succession Planning resources.	X	X	X	X

7.2.1.1 Agricultural Land Stewardship

EMSWCD agricultural property interests are managed in such a way as to protect and enhance EMSWCD’s investment and mission related outcomes. Current easement interests include Oxbow Farm, the Foltz property and the 322nd Ave Farm property. Properties EMSWCD holds in fee (exclusive of Headwaters Farm) are the Gordon Creek Farm, Mainstem Farm and Big Creek Farm. Agricultural Management Plans are held on the Oxbow, 322nd Ave. and Mainstem Farms. Stewardship activities planned for FY22-23 are included in the table below.

Annual Activities and Deliverables (Agricultural Land Stewardship)	Q1	Q2	Q3	Q4
Working farmland easement interests monitored and managed.	X	X	X	X
Agricultural / Habitat management plans monitored and managed.	X	X	X	X
Mainstem agricultural management plan updated.		X	X	X
Big Creek Farm Improvements - roof drainage implemented, options for field stormwater management identified.	X	X	X	X
322nd Erosion Improvements plan developed and advanced.	X	X	X	X
Fee lands managed and monitored, including leases.	X	X	X	X

7.2.2 Natural Habitat Protection

Over the next five years, the EMSWCD has committed to protecting priority habitats in the district by helping partners protect areas identified in conservation-related plans (including, but not limited to, acquisition, protection, and restoration plans). FY22-23 activities related to natural habitat protection are identified in the table below.

Annual Activities and Deliverables (Natural Resource Lands Protection)	Q1	Q2	Q3	Q4
Support partner protection efforts financially with partner entity in the lead, as opportunities arise.	X	X	X	X
Close out Nestwood project	X	X	X	

7.2.2.1 Natural Area Stewardship

EMSWCD currently owns and manages one natural area, the Dianna Pope Natural Area (DPNA) located at Headwaters Farm. A five-year site conservation plan for the DPNA was adopted by the board in FY17-18. EMSWCD also undertakes the management of natural areas associated with conservation easement



interests, including undertaking restoration activities on the forested natural area of Oxbow Farm and within the riparian and adjacent areas on the Foltz property. The riparian restoration on the District owned Gordon Creek and Mainstem properties are included as part of the StreamCare Program (See Section 7.2). Activities related to natural area stewardship planned for FY22-23 are included in the table below.

Annual Activities and Deliverables (Natural Area Stewardship / DPNA)	Q1	Q2	Q3	Q4
Undertake weed control and plant maintenance, in-fill planting where required, in the DPNA and the Oxbow and Foltz Natural Areas.	X	X	X	X
Conduct regular wildlife surveys in DPNA, install and analyze wildlife camera footage as desired.	X	X	X	

7.2.3 New Park and Natural Area Establishment

Over the next five years, EMSWCD is committed to helping partners establish new parks and natural areas in underserved communities within the district. FY22-23 activities related to new park and natural area establishment to facilitate access to nature are included in the table below.

Annual Activities and Deliverables (Access to Nature)	Q1	Q2	Q3	Q4
Support partner protection efforts financially with partner entity in the lead, especially those targeted to park deficient and/or under-served communities.	X	X	X	X
Close out Nestwood Project.	X	X	X	

7.3 Grants

The Grants Program provides funding to nonprofit and community-based organizations, schools and educational institutions, and tribal governments for activities that are aligned with EMSWCD’s mission, broad strategic goals, and grant program-specific goals. The Grants Program helps achieve five of the six EMSWCD broad strategic goals (see Table 8).

Table 8: Grants Program Relationship to Broad Strategic Goals

Broad Strategic Goals	Grants Program Applicability
Protect and improve water quality and quantity	✓
Protect and improve soil quality and quantity	✓
Protect and improve natural habitats	✓
Protect agricultural lands	✓
Increase the sustainability of agriculture	✓
Provide equitable access to nature	✓

The EMSWCD established specific goals for the Grants Program from 2019-2024:

- 1. Complement other EMSWCD program efforts in water quality, soil health, habitat restoration and sustainable agriculture.**
- 2. Increase environmental literacy of EMSWCD residents.**
- 3. Increase capacity and strengthen organizational structures needed to advance equitable conservation outcomes.**
- 4. Establish and support sustainable school and community gardens throughout the urban areas of the EMSWCD service area.**



5. **Increase the urban tree canopy and support a sustainable urban forest.**
6. **Increase conservation benefits for communities and populations experiencing disparities in environmental health, environmental education, and natural amenities.**

To realize these goals, EMSWCD administers a variety of competitive and non-competitive grant types. The Grants Program is directly responsible for management and administration of Partners in Conservation grants and Small Projects and Community Events grants; provides administrative support for Strategic Partnership Agreement grants; and advice to the Cooperative Landowner Incentive Program. New in FY22-23, the Grant Program will be providing management and administrative support for Equity-Focused Strategic Opportunities Grants designed to advance the district’s equity goals.

Further details on each of these grant programs, as well as the funding amounts associated with each grant type, are given below in sections 8.3.1 to 8.3.6.

With continued disruptions and disparate impacts of COVID-19, the EMSWCD grant program continues to provide grantees flexibility in completing their grant agreements. Numerous projects were put on hold or experienced delays due to closures and restricted access of schools, gardens, parks, and natural areas. In addition, many projects depend on the use of volunteers and work crews that have been unable to participate and work normally under COVID guidelines. To ease the burden, EMSWCD has approved changes in timelines, modifications to work plans (e.g. allowing transition to on-line activities), and budget adjustments as needed. EMSWCD has assured our grantees that EMSWCD will continue to support their work, placing their health and well-being as the top priority.

7.3.1 Outreach and Engagement

Besides administering the various grant programs, for FY22-23, continued attention will be given to strengthening all aspects of the Grants Program to reflect its commitment to serving and reaching the EMSWCD’s diverse communities. This will be accomplished through prioritizing equity in the grantmaking process, supporting new applicants and grantees with implementation of administrative changes to grant requirements, and improved technical assistance. Ongoing engagement with grantees and other community-based organizations will help guide improvements in and the future direction of the grant program. FY22-23 activities related to the Grants Program outreach and engagement are included in the table below.

Annual Activities and Deliverables (Outreach and Engagement)	Q1	Q2	Q3	Q4
Update and implement PIC Grant Program outreach plan.	X	X		
Continue implementing recommendations from PIC Program Evaluation completed in FY21-22.	X	X	X	X

7.3.2 Partners in Conservation

Partners in Conservation (PIC) grants provide funding to support conservation projects and educational efforts. Total funding available for PIC for FY22-23 is \$1,073,000 of which \$373,000 is for awards from the 2022 cycle, and the balance for outstanding payment on grants awarded in previous cycles. It is anticipated that \$700,000 will be available for new awards in 2023. The minimum grant award for an individual PIC grant is \$5,000 while the maximum grant award is \$100,000. PIC grants support projects that are up to two years in duration.

The PIC grant application, award, and implementation process is administered on an annual cycle, beginning in December of each year. The PIC Grant Review Committee, which consists of members of the EMSWCD Board and external stakeholders, is responsible for reviewing the PIC grant applications



and making recommendations to the EMSWCD Board. The Board makes the final decision on the grants awarded. During FY22-23, EMSWCD will administer 14 new PIC funding agreements for projects approved in the 2022 PIC cycle.

Specific activities and deliverables associated with the PIC grants in FY22-23 are included in the table below.

Annual Activities and Deliverables (PIC Grants)	Q1	Q2	Q3	Q4
<i>Administer PIC Grant Program</i>				
Update PIC grant application and supporting materials, receive applications. Recruit Grant Review Committee members.	X	X		
Conduct due diligence, prepare for and host Grant Review Committee meeting, make recommendations to the Board for PIC grant awards.			X	X
Contract with grantees for up to 20 PIC awards.				X
<i>Fulfill Grant Program Conservation and Education Goals</i>				
Fund at least three restoration or monitoring projects.			X	
Fund at least three projects that address stormwater runoff, water quality/conservation, and/or soil erosion.			X	
Fund at least three projects that promote sustainable agriculture.			X	
Fund at least five projects that contain an educational component: hands-on involvement of students or volunteers; work skills training (restoration, gardening, sustainable agriculture); and/or demonstration/interpretive element.			X	
Fund the establishment, upgrade and/or maintenance of at least three community or school gardens.			X	
Fund at least two projects that increase the urban tree canopy in underserved areas of the EMSWCD service area.			X	
<i>Increase equitable conservation outcomes and benefits</i>				
Fund projects of at least three culturally specific organizations to help build organizational and technical capacity for conservation and sustainable agriculture.			X	
Participate in collaborative learning and training opportunities to address barriers to greater equity in grantmaking and provide support to EMSWCD Equity Team.	X	X	X	X
Recommend PIC program updates or changes aligned with direction set by district's new Strategic Plan.	X	X	X	

7.3.3 Small Projects and Community Events

Small Projects and Community Events (SPACE) grants provide up to \$2,000 per grant to support conservation projects, environmental education, and community events that promote conservation. Total funding available for FY22-23 is \$62,000. The types of projects and events that are eligible for SPACE grants include on-the-ground restoration and conservation projects, pollution prevention projects, education of youth and/or adults, and community events focused on improving the public's understanding of natural resource conservation.

The SPACE grant application, award, and implementation process is administered on a monthly cycle, done through an online grant management platform, ZoomGrants. Specific activities and deliverables associated with the SPACE grants are given in the table below.

Annual Activities and Deliverables (SPACE Grants)	Q1	Q2	Q3	Q4
Fund projects that address restoration of urban habitat, stormwater management, water quality, and other on-the-ground conservation needs.	X	X	X	X



Fund projects that upgrade and/or maintain community and school gardens.	X	X	X	X
Fund projects that contain an educational component: hands-on involvement of students or volunteers; work skills training (restoration, gardening, sustainable agriculture); and/or demonstration/interpretive elements.	X	X	X	X
Fund community events focused on conservation and/or agricultural issues that reach significant numbers of EMSWCD residents.	X	X	X	X
Recommend SPACE program updates or changes aligned with direction set by district’s new Strategic Plan.	X	X	X	

7.3.4 Strategic Partnership Agreements

In June of 2016, EMSWCD entered into a five-year Strategic Partnership Agreement (SPA) with the three watershed councils operating within the EMSWCD’s service area (Columbia Slough Watershed Council, Johnson Creek Watershed Council, and Sandy River Watershed Council). EMSWCD had supported the watershed councils in the past through both PIC and SPACE grants, as well as regular line-item grants to support their operations. Through this agreement, EMSWCD provides general operating support and funding that supports the overall strength and impact of the watershed councils within our district. With the dissolution of the Sandy Basin Watershed Council in 2021, funding is available this year for only two of the three watershed councils under this agreement and is budgeted at \$170,000 in FY22-23.

Annual Activities and Deliverables (SPA Grants)	Q1	Q2	Q3	Q4
Support SPA partners; administer individual agreements: reimbursements, reporting and electronic files.	X	X	X	X
Recommend SPA program updates or changes aligned with direction set by district’s new Strategic Plan.	X	X	X	

7.3.5 Strategic Conservation Investments

Strategic Conservation Investment (SCI) grants support projects and partnerships that advance EMSWCD’s priority natural resource issues identified and forwarded by the Board of Directors or the Executive Director. Funding available for SCI is in the contingency line item as there were no anticipated SCI grants at the time the budget was developed. As the contingency line item may be used for other, non-SCI-related unanticipated expenditures. The SCI grant application, award, and implementation process is administered on an as-needed basis.

7.3.6 Cooperative Landowner Incentive Program

Cooperative Landowner Incentive Program (CLIP) grants provide financial cost-share assistance to private landowners and land managers who are receiving technical assistance from EMSWCD. Total funding available for FY22-23 is \$100,000 for new awards and \$60,000 for existing prior awards. CLIP normally provides up to 75% cost-share to assist with the costs of installing EMSWCD-approved conservation practices that address issues such as soil erosion or water quality. The CLIP grant application, award, and implementation process is managed by the Rural Lands Program and Urban Lands Program. Refer to the Technical Assistance sections 6.2 and 7.1 for further information.

7.3.7 Equity-Focused Strategic Opportunity Grants

In FY21-22 the Board of Directors dedicated funds intended to support organizations that are helping to advance EMSWCD equity-related programmatic goals and where barriers to current funding programs exist. For example, farm access for BIPOC farmers, increasing sustainable urban tree canopy in East Multnomah County, etc. These grants would be made on a rolling basis, as the need or opportunity is identified through EMSWCD's programmatic work or through conversations with partners. In the first quarter of FY22-23 staff will present to the Board of Directors for approval guidelines for



implementation of this new pilot program. Funding available for these equity-focused grants is \$50,000 in FY22-23. The Grant Program Manager will support the administration of these new grants in partnership with individual project managers.

Annual Activities and Deliverables (Equity-Focused Opportunity Grants)	Q1	Q2	Q3	Q4
Recommend pilot program guidelines to Board of Directors for approval.	X			
Support development of project proposals; administer individual agreements: reimbursements, reporting and electronic files.	X	X	X	X

8. Finance and Operations

The Finance and Operations Program oversees administrative functions that cut across all EMSWCD programs and activities. The major functional areas of the Program include:

- Budget and Finance
- Contract Management
- Board and Committee Management
- Human Resources/Personnel Coordination & Recordkeeping
- Facilities, Fleet and Equipment Management
- Information Technology
- Marketing and Media
- Office Administration

The Finance and Operations Program FY22-23 budget is \$1,385,305 which includes funding for the following 5.5 FTEs:

- Executive Director;
- Chief of Finance and Operations (CFO);
- Operations Administrative Assistant;
- Facilities Manager (0.5 FTE);
- Information Technology & Analyst Specialist;
- Executive Assistant

Sections 8.1 – 8.7 below provide further explanation and a summary of planned activities for FY22-23.

8.1 Budget and Financial Management

The CFO coordinates budget preparation, tracks and reports expenditures, oversees annual audits, manages EMSWCD’s bank accounts and investments, oversees procurement and contracting, and develops and oversees all COVID-related safety protocols and guidelines.

A financial audit for FY21-22 will start soon after the end of the fiscal year and is anticipated to be completed by November 2022. Budget discussions for fiscal year FY23-24 will likely begin in January 2023 by evaluating program success during the first six months of the performance period. A draft budget is prepared by staff in February and Budget Committee meetings generally take place in March and April. With oversight and guidance provided by The Tax Supervising and Conservation Commission (TSCC), EMSWCD staff will work with the EMSWCD Budget Committee to prepare the budget for approval in May 2023 and adoption in June 2023, ahead of implementation beginning for the next fiscal year in July 2023.



Annual Activities and Deliverables (Budget and Finance)	Q1	Q2	Q3	Q4
Complete FY21-22 budget audit.	X	X		
Track FY22-23 budget and produce budget to actual reports.	X	X	X	X
Develop FY23-24 budget.			X	X
Review policies and recommend changes as needed, including COVID-19 related policies and protocols.	X	X	X	X
Review and monitor EMSWCD contractual agreements.	X	X	X	X
Review bookkeeping & payroll processes, implement improvements as needed, including remote and subsequent in-house services as post COVID-19 return to work protocols are implemented.	X	X	X	X
Evaluate and recommend office design, logistical, and construction changes related to accessibility as well as return to work post COVID-19 pandemic.	X	X	X	X
Aid in budgetary planning and impact related to strategic planning and outcomes.	X	X	X	X
Monitor payroll, time off, cash flows, bank accounts, transfers.	X	X	X	X
Develop bank reconciliation reports with bookkeeper for Treasurer review.	X	X	X	X

8.2 Board and Committee Management

EMSWCD Board and committee meetings are public forums within which policies, major strategies and actions, and budgets are determined. The Finance and Operations program serves the needs of the Board members, committee members, the Executive Director and the public in preparing and hosting effective Board and committee meetings. The Executive Assistant serves as the “clerk” for the Board of Directors and committees, and in doing so helps to schedule and coordinate the implementation of all public meetings.

Annual Activities and Deliverables (Board and Committee Management)	Q1	Q2	Q3	Q4
Schedule, notice, prepare logistics, create virtual meeting environment, distribute materials for, and host 12 Board of Directors meetings.	X	X	X	X
Take and prepare minutes and maintain all records for 12 Board of Directors meetings.	X	X	X	X
Schedule, notice, prepare logistics, distribute materials for, and help organize approximately 16 committee meetings.	X	X	X	X
Take and prepare minutes, and maintain all records for, approximately 16 committee meetings.	X	X	X	X
Provide direct support and assistance to the Executive Director.	X	X	X	X
Coordinating and assisting in the Strategic Planning Process with the Executive Director, Strategic Planning Team, and Consultants.	X	X		
Assist in the creation of the Annual Report E-Zine.		X	X	

8.3 Human Resources/Personnel Coordination & Recordkeeping

The Finance and Operations Program maintains a human resource & personnel system, procedures, and elements to service 22 full-time and part-time staff to help ensure staff can effectively carry out their public duties.

Program goals for human resources include:

- Promote equity and embrace the diversity of humanity of our workplace.**
- Recruit, develop and retain a professional, diverse, and responsive workforce.**



The Chief of Finance & Operations along with the Operations Administrative Assistant serves as EMSWCD’s HR/personnel representative, and in so doing maintains personnel records, enrolls, monitors, and explains employee benefits, coordinates with hiring managers regarding vacancies, and responds to public inquiries regarding positions, in collaboration with the Executive Director and external HR partner. The specific human resources/personnel management activities and deliverables for FY22-23 are identified in the table below.

Annual Activities and Deliverables (HR/Personnel)	Q1	Q2	Q3	Q4
Review health and other insurance benefits to determine if changes or enhancements are needed for upcoming fiscal year.			X	X
Communicate and coordinate annual open-enrollment duties with CFO and staff.			X	X
Research personnel-related issues such as state and federal employment law information/changes that might affect EMSWCD.	X	X	X	X
Provide support to contracted HR service/partner as requested.	X	X	X	X
Maintain confidential personnel files.	X	X	X	X
Assist with the recruitment and hiring process for new staff as requested.	X	X	X	X
Onboard new staff members upon hire and assist with offboarding departing staff.	X	X	X	X
Assist CFO & Bookkeeper on payables and payroll processes.				

8.4 Facilities, Fleet, and Equipment Management

EMSWCD owns and/or operates several facilities, vehicles, and equipment as part of its daily operations. These items are maintained in a safe, functional, and effective condition. The major facilities owned and managed by EMSWCD include: 1) the headquarters office located at N. Williams Avenue in Portland, Oregon; 2) Headwaters Farm located on Orient Drive in Gresham, Oregon; and 3) additional agricultural properties acquired through the Land Legacy Program. Most of the staff are based at the headquarters office, which consists of a large, restored house, nature scaped yard, and includes several ‘green’ features (i.e., pervious pavement, rain gardens, and eco-roof) that attract tours throughout the year. Headwaters Farm is the site used for the Headwaters Incubator Program (HIP), the management of which is addressed in Section 8.1 of this plan. The farm properties managed under the Land Legacy Program are addressed in Section 8.2.

The Facilities Manager oversees the general condition, maintenance, and repair of EMSWCD owned buildings and other infrastructure, vehicles, and equipment. For minor issues, the Facilities Manager may undertake maintenance and repair activities themselves. Many tasks, however, will be contracted out due to the timing, scale, or technical nature of the issue. There are numerous daily, weekly, and monthly routine activities related to facilities, fleet, and equipment management.

There are several upgrade projects anticipated for the headquarters office this year which may include virtual meeting spaces, technology upgrades, smaller meeting rooms, some first-floor redesigns as well as repairs to the interior main staircase and flooring. The significant Facilities, Fleet, and Equipment Management tasks and projects planned for FY22-23 are listed below.

Annual Activities and Deliverables (Facilities, Fleet and Equipment)	Q1	Q2	Q3	Q4
<i>Facilities</i>				
Assist with office upgrade projects as they occur.	x	x	x	x



General maintenance of building and facilities at Williams Ave. Headquarters office.	X	X	X	X
Perform accessibility audit for Williams Ave. Headquarters office.		x	x	
Complete repair of interior main staircase and foyer flooring at Williams Ave. Headquarters office.			X	
HVAC duct cleaning yearly.			X	
Upgrade existing outdated security and alarm system.	X			
General maintenance of buildings, equipment, and facilities at Headwaters Farm.	X	X	X	X
Assist in other capital projects and planning as needed at Headwaters Farm.	X	X	X	X
<i>Fleet and Equipment</i>				
Ensure electric vehicles and charging stations are maintained and operating efficiently.	X	X	X	X
General maintenance of two state motor pool vehicles.	X	X	X	X

8.5 Information Technology Management

EMSWCD owns and operates the standard office and field-related information technology (IT) tools and systems necessary to complete its mission. The goal of IT management is to ensure that staff, Board members, and committee members have access to and are proficient in using highly functional IT systems and equipment.

IT responsibilities are shared between the Finance and Operations staff and supported by a contracted IT service provider. In collaboration with one another, they acquire and maintain EMSWCD-owned phones, computers, tablets, projectors, recording and other devices, maintain the local office network and related infrastructure and hardware, and purchase and maintain various software solutions being used. Significant IT related projects and activities for FY22-23 are identified in the table below.

Annual Activities and Deliverables (Information Technology)	Q1	Q2	Q3	Q4
IT support to ensure properly functioning equipment and timely troubleshooting of technology problems.	X	X	X	X
Liaise with contracted IT Services to maintain EMSWCD network, security, and ability to work both remotely and in the office as return to workplace is implemented.	X	X	X	X
Maintain office network and ensure connectivity, including maintaining staff connections to office network and files via secure VPN, internet and internal network/Wi-Fi stability and speed, and all related hardware and software.	X	X	X	X
Research and implement cost effective technology improvements and upgrades to the conference room(s) as meetings become conducted in-office.	X	X	X	X
Purchase and set-up scheduled replacement computers for staff as needed.	X	X	X	X
Assess IT infrastructure and equipment upgrades and needs as staff return to office, and purchase and implement as deemed cost effective and necessary.	X	X	X	X

8.6 Information Technology and Analytics

Throughout FY22-23, the Information Technology and Analytic Specialist will meet the day-to-day needs of EMSWCD programs through efforts such as: web site development and maintenance; assisting with print, digital and online media creation, editing and outreach; direct physical mailers and digital mailers; campaign and activity/event analysis and metrics; and maintaining and further developing EMSWCD’s branding identity and guidelines.



The Information Technology and Analytic Specialist implements or assists regularly with activities related to EMSWCD campaigning and outward-facing media, including website communications, social media outreach (Facebook, Twitter, Instagram, and LinkedIn), developing graphic materials and templates for public informational purposes such as brochures and postcards, newspaper/news media coverage, articles, and advertisements, and capturing and reporting on analytics of campaigns and events. Major IT and Analytic Specialist projects and activities for FY22-23 are identified in the table below.

Annual Activities and Deliverables (IT and Analytics)	Q1	Q2	Q3	Q4
Collect and analyze information on advertising, website and social media analytics, other campaign activities and costs, and on overall effectiveness of program campaigns.	X	X	X	X
Develop, revise, maintain and add content to the website.	X	X	X	X
Assess potential contractors to work with on a website audit, and work with one or more to assess, improve and/or redesign the website.	X	X	X	X
Manage social media platforms and assist in outreach to drive traffic to EMSWCD website, encourage event participation and promote conservation practices.	X	X	X	X
Coordinate and conduct media outreach in collaboration with program staff.	X	X	X	X
Track direct outcomes of program campaigns, action-driven website content (downloads, registrations, etc.). Develop and maintain analytic tools and metric collection for events including the plant sale and other campaigns.	X	X	X	X
Manage and respond to any potential crises, including pandemic response and any other events affecting work, staff and/or infrastructure.	X	X	X	X

8.7 Office Administration

General office administration and operations are overseen by the CFO and Operations Administrative Assistant with assistance by other Finance and Operations staff. Office administration related projects and activities for FY22-23 are identified in the table below.

Annual Activities and Deliverables (Office Administration)	Q1	Q2	Q3	Q4
General office support and public reception, depending on COVID-19 restrictions, as staff return to the office, and when the location is reopened to the public.	X	X	X	X
Answer emails and telephone messages from the public, and respond to requests for information, and greet and direct office visitors upon reopening.	X	X	X	X
Ensure the records management in accordance with Oregon public records law.	X	X	X	X
Research and/or develop needed policies and procedures.	X	X	X	X
Establish and maintain public access to Board and Committee information.	X	X	X	X
Provide assistance as needed to all staff working remotely during COVID-19 and upon return to workplace post-pandemic.	X	X	X	X
Assist with research and cost comparisons for vendors and equipment to maintain cost effectiveness and quality.	X	X	X	X
Coordinate materials for meetings, training sessions, and other activities of the organization.	X	X	X	X
Orchestrate and implement return-to-workplace guidelines and current Covid-related protocols.	X	X	X	X
Assist other programs with events operational support as necessary.	X	X	X	X



MASTER CONTRACT FOR VEGETATION MANAGEMENT SERVICES

This Master Contract for Vegetation Management Services, dated effective July 1, 2021, is between East Multnomah Soil and Water Conservation District (EMSWCD) and Mosaic Ecology LLC (Contractor).

RECITALS

1. Pursuant to ORS 279A and the public contract code, EMSWCD participates in an Intergovernmental Cooperative Purchasing program by which EMSWCD has the ability to purchase the goods and services under the terms and conditions of contracts awarded by another agency's public procurement process. Clean Water Services issued a Request for Proposals to establish contracts for natural area vegetation and management services..
2. Contractor submitted a proposal and District selected Contractor to provide the services identified in Exhibit A.
3. EMSWCD and Contractor wish to enter into a Contract that will govern the parties' relationship.
4. During the term of this Contract, EMSWCD and Contractor may enter into work orders to this Contract to have Contractor provide services.

GENERAL TERMS AND CONDITIONS

1. Eligibility List/Services Provided
 - A. Contractor is eligible to provide the services identified in Section 2 of attached Exhibit A.
 - B. Contractor's services will be performed with the same degree of care, skill, diligence, competency, and knowledge which is ordinarily exhibited and possessed by other professionals in good standing in the same or similar field and community as Contractor.
 - C. In performing these services, Contractor will be an independent contractor and not an employee of EMSWCD. EMSWCD will have the right to verify that Contractor's performance meets the requirements of this Contract but will not have the right to control the manner of Contractor's or subcontractors' performance.
 - D. No provision of this Contract will be construed to create a partnership, joint venture, employer-employee, landlord-tenant, or principal-agent relationship.
2. Cost of Services



- A. EMSWCD will pay Contractor as indicated in attached Exhibit B. Contractor's fees will remain fixed for the duration of the Contract period unless amended as provided herein.
- B. Pursuant to ORS 279A.215, other public agencies may use this Contract to purchase services that are identical to those described in this Contract for the price stated in this Contract. The conditions of use by other public agencies will be 1) that the agencies must contact the Contractor and enter into a separate contract with Contractor that contains negotiated delivery requirements and other contractual terms and conditions; and 2) that the agencies must enter into the separate contract during the term of this Contract and 3) that EMSWCD accepts no responsibility for performance by either Contractor or other public agencies using this Contract. With these conditions, EMSWCD consents to the use by another public agency.
- C. Contractor's prices will remain fixed for the first year of this Contract. At the beginning of year two and year three of this Contract, EMSWCD will increase prices by a rate equal to the average change in the Consumer Price Index, Urban Wage Earners and Clerical Workers for All Items based on the U.S. City Average during the previous 12-month period beginning in February unless specifically declined by Contractor. Revised pricing will not be effective until the parties enter into an Amendment to the Contract.
- D. EMSWCD will have up to 60 days from the receipt of Contractor's invoice in which to make payment except for Public Improvement projects. EMSWCD will pay Contractor within 30 days from receiving Contractor's invoice for work on Public Improvement projects. If EMSWCD disputes Contractor's invoice, EMSWCD may withhold payment pending the outcome of the dispute without incurring interest and penalty charges. If Contractor's work involves herbicide application, EMSWCD has the right to withhold payment, without incurring interest or penalty charges, until EMSWCD has accepted Contractor's work quality and herbicide application records.
- E. EMSWCD and Contractor may agree to a basis of payment other than that provided in Exhibit B, including prevailing wage rates, hourly rates, lump sum, or other basis for payment in any work order to the Contract.
- F. EMSWCD has the right to examine Contractor's business records to verify the accuracy of Contractor's billing statements. The right of inspection extends to all documents necessary to adequately evaluate the billing data submitted.

3. Interference with Performance

If at any time Contractor believes that EMSWCD is in any way hindering, delaying or interfering with Contractor's performance, Contractor will promptly inform EMSWCD in



writing and describe in detail the way in which Contractor believes that such hindrance, delay or interference is occurring. Contractor's failure to promptly inform EMSWCD in writing will operate as a waiver of Contractor's right to assert claims or defenses based upon the hindrance, delay or interference. The terms of this paragraph do not apply to EMSWCD's suspension of the work pursuant to Paragraph 8 herein.

4. Changes in Work

Subject to the requirements of this section, EMSWCD has the right to request work outside the scope of any work order and to cancel a portion of the work at any time. EMSWCD will pay Contractor an amount to be agreed upon by the parties for all additional work. EMSWCD will pay Contractor a reduced amount to be agreed upon by the parties if EMSWCD cancels work. EMSWCD will not be liable for profits lost due to cancelled work.

Contractor will perform no work outside the scope of any work order until the parties have signed another work order that describes the changes in work and contains the terms of payment.

5. Time of Performance/Contract Duration

Time is of the essence in the performance of this Contract. Contractor will complete all work in accordance with the schedule contained in a work order that describes the work. The Contract will commence July 1, 2020 and run through June 30, 2023, unless terminated earlier pursuant to Paragraph 14. If, however, any work on a work order that begins prior to the termination date is not completed by that date, this Master Contract will continue in effect in regard to that work order until the work is completed.

6. Response and performance

Unless otherwise agreed to by EMSWCD and Contractor, Contractor will complete all requested tasks within two weeks of receiving a request to implement specific tasks listed on each work order and will proceed without delay or interruption until all tasks are completed as requested. Failure to complete requested work within two weeks may result in cancellation and reassignment of a work order.

7. Excusable Delays

Neither EMSWCD nor Contractor will be responsible for or liable for damages resulting from delays due to causes beyond their reasonable control, including, but not limited to, acts of God, acts or omissions of governmental authorities, strikes, lockouts, acts of the public enemy, wars, blockades or civil disturbances. In the event of such a delay, the completion date for Contractor's services will be extended for a period equal to the length of the delay. Contractor will notify EMSWCD in writing not more than ten days after the occurrence of any event that Contractor believes will result in such a delay. The failure of Contractor to provide such notice will result in a waiver of Contractor's right to claim that the delay is excusable.



8. Suspension of Work

EMSWCD may suspend the work at any time by delivering written notice to Contractor. If EMSWCD suspends the work for reasons that are not the fault of Contractor, Contractor will be allowed an increase in the amount payable to Contractor that is equal to the increase in Contractor's expenses resulting from the suspension. Such expenses must be reasonable, customary and actually incurred. EMSWCD will not be liable for profits lost due to suspension of work.

9. Rejected Work

EMSWCD has the right to reject Contractor's defective work. Contractor will promptly eliminate all defects free of charge. If Contractor fails to eliminate all defects within a reasonable time, EMSWCD may eliminate the defects, or hire another contractor to eliminate the defects and charge the expense of eliminating the defects to Contractor. If EMSWCD deems it inexpedient to correct a defect, EMSWCD may reduce the fee payable to Contractor by an amount that in EMSWCD's sole judgment reflects the diminished value of the work represented by the defect. EMSWCD's rights under this paragraph are in addition to and not in lieu of all rights EMSWCD may otherwise have if Contractor produces defective work.

10. Project Management

EMSWCD will assign a site inspector and Contractor will assign a project manager to the work described in each work order. The EMSWCD site inspector and Contractor project manager will be authorized to act on behalf of their respective employers concerning all matters related to this Contract, except, however, that work orders will not be effective unless approved pursuant to paragraph 16 of this document.

11. Conflicts of Interest

Contractor will remain free of conflicts of interest at all times. Conflicts of interest include, but are not limited to, the following: where Contractor's services include recommending products or services for EMSWCD's purchase, a significant financial interest held by Contractor in any manufacturer or seller of products or services so recommended. EMSWCD has the exclusive right to determine what constitutes a significant financial interest.

12. Indemnification

To the fullest extent permitted by law, Contractor will indemnify, hold harmless, reimburse and defend EMSWCD, EMSWCD's officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character, including the cost of defense thereof, including attorney fees at trial and on appeal, arising out of or resulting from Contractor's performance of the Contract or any work order to this Contract, but only to the extent caused by a breach of this Contract or any work order of this Contract by Contractor or the negligent acts, errors or omissions of Contractor, any subcontractor, or any individual or entity directly or indirectly employed by any of them to perform any of the work described in the Contract, or any amendment to the Contract, or anyone for whose acts any of them may be liable.



13. Insurance/Licensing

- A. Neither Contractor nor any subcontractor will commence work under this Contract until Contractor has obtained all the insurance required herein and submitted a certificate of insurance to EMSWCD. Contractor will maintain the insurance for the duration of this Contract. Review of the insurance by EMSWCD will not relieve or decrease the liability of Contractor. The insurance certificate will provide for thirty days advance written notice to EMSWCD's Project Manager prior to cancellation. EMSWCD must be listed as an additional insured on any policy satisfying the requirements of items b and c below. The following minimum insurance is required:
- a. Workers compensation in the amount required by Oregon law, and employers liability insurance in the amount of \$500,000.
 - b. Business automobile liability insurance in the amount of \$500,000 per occurrence.
 - c. Commercial general liability in the amount of \$500,000 combined single limit per occurrence and a \$1,000,000 Annual Aggregate limit. If Contractor's primary Commercial General Liability and Automobile coverages do not meet the minimum limits required above, Contractor will maintain during the life of this Contract, Excess or Umbrella Liability over the primary policies sufficient to meet the total aggregate limits required by this Contract.
- B. EMSWCD reserves the right to require additional insurance for a particular project or may approve a reduction in the insurance limit requirements.
- C. If Contractor is providing either Site Preparation, Establishment and Stewardship services or Planting services under this Contract, Contractor will have either a Farm and Forest Labor Contractor License (F/FLC License) or Temporary Permit (F/FLC Permit) from the State of Oregon before signing this Contract. Contractor will provide EMSWCD with a copy of its F/FLC License or F/FLC Permit with the signed originals of this Contract. If Contractor has a F/FLC Permit, it will provide a copy of its F/FLC License when received.

14. Termination

EMSWCD may terminate this Contract or any work order without cause at any time upon the delivery of written notice. If EMSWCD terminates the Contract, EMSWCD will pay Contractor for all work performed in accordance with the requirements of this Contract or any work order prior to the date of termination. EMSWCD will not be liable for lost profits on uncompleted work or damages as a result of EMSWCD's termination.

The termination of this Contract or any work order will not relieve or release Contractor from any liability to EMSWCD for damages sustained by EMSWCD by virtue of any breach of this Contract or any work order by Contractor or Contractor's negligence or other conduct, and EMSWCD may withhold all or any part of any payment due to Contractor upon such termination as a set-off against the amount of any such damages until such time as the exact amount of damages due EMSWCD from Contractor is determined.



If the Contract or any work order is terminated for any reason allowed herein or allowed by law, Contractor will promptly deliver all work in progress to EMSWCD. EMSWCD will not be obligated to pay Contractor's final invoice until EMSWCD has received the work in progress.

15. Arbitration

All disputes arising out of or relating to the project or this Contract or any work order will be subject to arbitration in accordance with the American Arbitration Association rules then in effect. Written notice of demand for arbitration will be filed with the American Arbitration Association within a reasonable time after the dispute has arisen, but in no event will be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable contractual provision or statute of limitations. The award rendered by the arbitrators will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

In any arbitration proceedings brought under this section or any legal proceedings arising out of or relating to this Contract or any work order, the prevailing party will be entitled to reasonable attorney fees, together with all reasonable investigation, expert and other costs incurred, in addition to any other relief to which any party may otherwise be entitled.

Contractor's agreement to arbitrate is not a waiver of its lien rights or bond claim rights otherwise provided by law, which rights are fully reserved.

16. Change Orders, Work Orders, Waivers

This Contract, all change orders, amendments, work orders and any waiver of any portion of the Contract will not be effective unless in writing and approved by EMSWCD's Chief Executive Officer or the Chief Executive Officer's designee and, when required by applicable EMSWCD rules, EMSWCD's Board of Directors.

17. Compliance With Statutory Requirements

- A. If Contractor is selected to perform work subject to a federal grant, Contractor will comply with all applicable federal, state and local laws, rules and regulations including, but not limited to provisions 1 through 10 of the Public Contracts section of attached Exhibit E and provisions 11 through 23 of the Non-Public Works Projects that are Subject to Federal Grants (also known as Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) section of Exhibit E.
- B. If Contractor is selected to perform work that is considered a public improvement, Contractor will comply with all applicable federal, state and local laws, rules and regulations including, but not limited to, provisions 1 through 23 of the Public Construction section of Exhibit E.
- C. If Contractor is selected to perform work not covered by 17.A. or 17.B., Contractor will comply with all applicable federal, state and local laws, rules and regulations including, but not limited to, provisions 1 through 10 of the Public Contract section of Exhibit E.



18. Tax Law Compliance

Contractor represents, warrants and covenants that Contractor has complied with, and agrees that during the term of this Contract will comply with Oregon Tax Laws and applicable tax laws of political subdivisions of this State including, but not limited to, ORS 305.620 and ORS chapters 316, 317 and 318. Contractor's failure to comply with Oregon Tax Laws or the applicable tax laws of political subdivisions of this State for the six years prior to the date Contractor executes this Contract or the period of time Contractor has been in business, whichever is less, or during the term of the Contract is a default for which EMSWCD may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.

19. Third Party Beneficiaries

No provision of this Contract or any work order will in any way inure to the benefit of any third person so as to constitute any such person a third party beneficiary of this Contract or any work order to this Contract, any one or more of the terms of this Contract or any work order, or otherwise give rise to any cause of action in any person not a party to this Contract or any work order.

20. No Contingent Fees

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor any fee or consideration of any kind, contingent upon or resulting from the award or making of this Contract. Contractor further warrants that Contractor will not employ or retain any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure work orders, and that Contractor will not pay or agree to pay any company or person, other than a bona fide employee working solely for Contractor consideration of any kind, contingent upon or resulting from the award of this Contract. If Contractor breaches the warranty contained in this paragraph, EMSWCD will have the right to deduct from any work order price or otherwise recover the full amount of such fee or consideration.

21. Waiver of OTCA Rights

Contractor hereby waives all indemnity rights Contractor may have under the Oregon Tort Claims Act which arise as a result of an agency or alleged agency relationship between the parties.

22. Assignment

Contractor will not assign Contractor's rights or duties pursuant to this Contract without first obtaining EMSWCD's written consent.



23. Interpretation of Contract

This Contract will not be construed for or against any party by reason of the authorship or alleged authorship of any provision. In the case of conflict between the provisions contained in any work order and this Contract, the provisions contained in any work order will have precedence. The paragraph headings contained in this Contract and any work order are for ease of reference only and will not be used in construing or interpreting this Contract or any work order.

24. Severability/Survival

If any of the provisions contained in this Contract or any work order are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest will survive the termination of this Contract or any work order for any cause.

25. Choice of Law/Venue

This Contract and any work order and all rights, obligations and disputes arising out of the Contract will be governed by Oregon law. All disputes and litigation arising out of this Contract or any work order will be decided by the state courts in Oregon. Venue for all disputes and litigation will be in Washington County, Oregon.

26. Integration

This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract will not be relevant to determine the meaning of this Contract and no waiver by a party of any right under this Contract will prejudice the waiving party's exercise of the right in the future.

27. Contractor's Express Warranty

Contractor warrants any work performed under any work order to this Contract against defects in materials and workmanship for a period of one year from the date of EMSWCD's acceptance. Any failure of the work to meet the requirements of this Contract or any work order to this Contract will also be considered such a defect. If within the warranty period EMSWCD discovers such a defect, Contractor will repair or replace the defective item or component free of charge. Contractor will commence all warranty work within five calendar days of receiving notice of the warranty claim. This warranty applies to all warranty repairs made by Contractor pursuant to this paragraph. This warranty will be in addition to and not in lieu of all manufacturers' warranties.



28. No Personal Liability of Public Officials

In carrying out any of the provisions hereof, and in exercising any authority granted by the Contract or any work order to this Contract, there will be no personal liability upon any public official.

29. Electronic Signature

This Contract, any amendments to it, and any work orders or amendments to work orders may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. An electronic signature will be considered an original. The individuals signing this Contract certify that they are authorized to execute this Contract, any amendments to it, and any work orders or amendments to work orders, on behalf of Contractor and EMSWCD, respectively.

Mosaic Ecology, LLC

EMSWCD

By: _____

By: _____

Jason Dumont, Member

Mike Guebert, Chair of the Board



EXHIBIT A

SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS

1. Duration of Master Contract

See Paragraph 5 of the Master Contract.

2. Subject Matter of Work

This is a form Master Contract that has been provided to all contractors. Work tasks in Category 1 that involve herbicide application require Contractor to provide proof of compliance with all Oregon Department of Agriculture license requirements.

Contractor is only authorized to perform the tasks identified in Exhibit B in the following categories and agrees to perform these tasks in accordance with the descriptions in Section 6 of this Exhibit:

- Category 1:** Site Preparation, Establishment and Stewardship
- Category 2:** Planting
- Category 3 :** Project Management

3. Project Award

A. If Contractor is asked to work on a project, EMSWCD will provide Contractor with a written work order and may require Contractor to attend a pre-contract meeting at the site. Project-specific contractor selection for non-prevailing wage projects will promote efficient use of public resources and encourage competition when selecting a contractor. EMSWCD may consider factors that include but are not limited to Contractor’s unique skills, experience or equipment, familiarity with a site, capacity compared to the size or complexity of a project, past performance on EMSWCD projects, and availability. EMSWCD may also consider Contractor’s ranking in the initial selection process and the amount of work previously performed on other EMSWCD projects.

B. For public improvement projects or prevailing wage projects, EMSWCD will solicit three competitive price quotes from contractors on the eligibility list and award the work order to the Contractor whose quote best serves the interest of the EMSWCD based on price or a combination of price and the other factors listed in 3.A. above.

C. Before Contractor begins work on a project, Contractor must agree to a work order that includes a description of the work, and work completion deadlines.

D. EMSWCD reserves the right to award project work to a contractor that has not received a Master Contract.



4. Unit Prices and Hourly Rates

- A. Contractor shall complete work at the unit prices or hourly rates contained in the Price List, attached as Exhibit B unless otherwise agreed upon in any work order. For most projects, the work order will rely on unit prices, and will contain estimated quantities that will be multiplied by the unit prices, resulting in a total estimated price for each line item. The total unit prices will then be added together, resulting in a total price. Hourly rates are included for certain activities and the EMSWCD may elect to pay Contractor for work on an hourly basis. Contractor shall not be entitled to reimbursement for expenses incurred in providing the services.
- B. Exhibit B also contains a site code for most of the line items. The site codes vary according to site conditions, and are based on the premise that sites with poor conditions require more work than sites with better conditions. Some sites may have conditions that reflect two or more site codes. When this occurs, the code with the most applicable conditions will apply to the site. EMSWCD’s site inspector and Contractor shall come to consensus regarding the site code. Site codes are described in the table below.

Site Code	Conditions	Summary Description*
A	Ideal	Low invasive cover, good soil, flat, multiple access points
B	Average	Moderate invasive cover, fair soil, mixed terrain, few access points
C	Poor	High invasive cover, poor soil, sloped, one main access point

* One or more of the summary description conditions must be present and agreed upon by Contractor representative and EMSWCD site inspector.

- C. EMSWCD will calculate project acreage to the closest half acre using a horizontal plane and without regard to slope. The minimum project size for payment purposes will be one-half acre.

5. Items Provided by EMSWCD

Unless EMSWCD’s site inspector and Contractor agree to other arrangements on a case by case basis, EMSWCD shall dispense all plants, plant protection materials, mulch, seed, and other project materials from locations in Multnomah County, Oregon or other location as specified by EMSWCD. EMSWCD shall provide Contractor with reusable public notice signs annually for herbicide application. EMSWCD may provide closed-container herbicide blends for use on project sites. Contractor is responsible for picking up, transporting, and returning containers when empty to a local herbicide supplier of the EMSWCD’s choice.

6. Work Task Descriptions

(This section may include work tasks that Contractor is not authorized to perform.)



Establishment

Establishment generally applies to those sites that have been planted and/or received site preparation treatments that will require carefully working around both planted and naturally occurring native plant species. Target vegetation on establishment sites will be approximately three feet in height but a range of heights and densities of both native and introduced species may be encountered.

Establishment - Hand Mow/Cut

As directed by EMSWCD site inspector, Contractor shall cut target vegetation in planted sites using hand held equipment (e.g., saws, shears, trimmers, etc.). Target vegetation may include all vegetation that is not planted by EMSWCD or may be limited to species included on EMSWCD's Target Species List attached as Exhibit D – Target Species List. Contractor is responsible for recognizing and preventing damage to existing native vegetation.

Establishment - Backpack Ring or Row Spray

Contractor shall apply a EMSWCD provided or approved herbicide in accordance with the manufacturer's recommendation as stipulated on the product label and in a volume sufficient to adequately cover all target vegetation within a 16-inch circle of planted and naturally recruited native vegetation. Contractor is responsible for recognizing and preventing damage to existing native vegetation.

Establishment - Backpack Spot or Area Spray

Contractor shall apply a EMSWCD provided or approved herbicide in accordance with the manufacturer's recommendation as stipulated on the product label and in a volume sufficient to adequately cover all target vegetation at the site. Target vegetation may include all vegetation that is not planted by EMSWCD or may be limited to species included on the EMSWCD's Target Species List. Contractor is responsible for recognizing and preventing damage to existing native vegetation.

Establishment – Combination Backpack Spot or Area and Ring or Row Spray

Contractor shall apply a EMSWCD provided or approved herbicide in accordance with the manufacturer's recommendation as stipulated on the product label and in a volume sufficient to adequately cover all target vegetation at the site as well as cover all target vegetation within a 16-inch circle of planted and naturally recruited native vegetation. Target vegetation may include all vegetation that is not planted by EMSWCD or may be limited to species included on the EMSWCD's Target Species List. Contractor is responsible for recognizing and preventing damage to existing native vegetation.

Establishment – Haying

Contractor shall cut, bale and haul hay to an on-site location using standard farm equipment. Contractor shall stack bales at a site marked by EMSWCD's site inspector. Field Haying shall not be performed when the ground conditions are such that the equipment is damaging the terrain or causing erosion. All equipment shall be subject to the equipment cleaning requirements in Section 18 of this Exhibit to the Master Contract.



Establishment - Push Mow

As directed by EMSWCD's site inspector, Contractor shall cut target vegetation in planted project sites using walk-behind equipment. Target vegetation may include all vegetation that is not planted by EMSWCD or may be limited to species included on the EMSWCD's Target Species List. Contractor is responsible for recognizing and preventing damage to existing native vegetation.

Planting

Contractor shall properly install plant material including seed, bareroot, containerized stock, bulbs, rhizomes, sod mats, coir logs and cuttings.

Planting - Hand or Crank Broadcast Seed

Contractor shall apply EMSWCD approved or provided native seed mixed with or without cracked corn or some other volume increaser to project sites by hand or using hand crank spreaders at a rate determined by EMSWCD's site inspector (typically between 5 and 15 pounds per acre).

Planting - Harvest Small Pole Cuttings

Contractor shall harvest 18-24 inch long pole cuttings from sites as requested by the EMSWCD's site inspector. Cuttings shall be kept from drying out at all times until they are planted. Contractor shall harvest no more than one-third of the donor plant's branches.

If cuttings are to be harvested for storage in the EMSWCD's plant cooler, Contractor shall arrange cuttings so the bottoms and tops are in the same direction and place cutting bottoms end first in bundles of 50 in buckets with water.

Planting - Harvest Large Pole Cuttings

Contractor shall harvest 48-inch long pole cuttings from sites as requested by EMSWCD's site inspector. Cuttings shall be kept from drying out at all times until they are planted. Contractors shall harvest no more than one-third of the donor plant's branches.

Planting – Install Small Pole Cuttings

Contractor shall plant 18-24-inch long pole cuttings at density indicated by EMSWCD site inspector in areas designated by EMSWCD site inspector. Contractor shall insert a pole cutting into the ground to at least one-half of its total length. If the cuttings are harvested on site, each cutting shall be installed on the same day the cuttings are harvested. EMSWCD's site inspector may direct Contractor to install the cuttings vertically, perpendicular to the ground surface, or at another angle. Pole cuttings shall be planted bottom end first. Contractor shall remove and replace any cuttings that are broken, skinned or otherwise damaged during planting, installed upside down, and/or not installed to the proper depth.

Planting – Install Large Pole Cuttings

Contractor shall plant 48-inch long pole cuttings at density indicated by EMSWCD's site inspector in areas designated by EMSWCD's site inspector. Contractor shall insert pole cuttings into the ground to at least one-half of its total length. If the cuttings are harvested



on site, each cutting shall be installed on the same day the cuttings are harvested. EMSWCD's site inspector may direct Contractor to install the cuttings vertically, perpendicular to the ground surface, or at another angle. Pole cuttings shall be planted bottom end first. Contractor shall remove and replace any cuttings that are broken, skinned or otherwise damaged during planting, installed upside down, and/or not installed to the proper depth.

Planting - Install Containerized Plants

Contractor shall plant #1 or similarly sized containerized plants provided by EMSWCD in row or random arrangements or as directed by EMSWCD's site inspector. Contractor shall be responsible for loading and transporting all requested plant material from EMSWCD's Washington County locations to the project site. Contractor shall transport, protect, handle and install plants as follows:

Protection of Plant Materials

Contractor shall protect all plant material from loss, destruction or damage of any kind, including physical injury, freezing, heating or drying. Plant materials shall not be transported in heated crew vehicles. Contractor shall be responsible for all loss, destruction, or damage to plant material that occurs from the time Contractor takes possession of the plant material until the plant material is planted.

Handling of Plant Materials during Planting

Contractor shall carry plants by their containers to the project site without damaging stems or leaves.

Plant Placement

Contractor shall plant containerized plants at various planting densities as directed by EMSWCD's site inspector or as indicated in any work order that addresses the project. EMSWCD may also specify where certain plant species or associations of plant species are to be planted within each project area. Plant material planted in inappropriate places will be subject to rejection by EMSWCD during inspections. Inappropriate places could include places where logs, compacted slash greater than 18 inches in depth, rock outcrops, cobble, gravel, standing water or other media prevent planting tools from making an acceptable planting hole. When an inappropriate place is encountered, Contractor shall plant the plant material in the nearest appropriate location.

Planting Technique

Contractor shall prepare a planting hole that is twice as wide and the same depth as the plant root ball. If root bound, Contractor shall break up roots and eliminate any circling roots prior to planting. Each plant shall be set firmly in the ground, with moist soil filled in and placed firmly around the roots. There shall be no air pockets adjacent to or near the roots. Contractor shall level the soil near the plant after planting and firming so that there are no depressions or mounds near the stem.

EMSWCD's Right to Suspend Planting



EMSWCD may suspend planting work if EMSWCD determines that weather conditions could damage plant material even if the material is handled in accordance with the Master Contract. EMSWCD may also suspend planting work at any time if EMSWCD determines that Contractor is not handling plants or planting in accordance with the Master Contract.

Planting – Install Plugs, Rhizomes, Bulbs

Contractor shall plant plugs, rhizomes and/or bulbs using picks, dibble sticks, or bare-root planting shovels. EMSWCD’s site inspector shall determine planting density, which will generally vary between one foot on-center to three feet on-center. Contractor shall be responsible for loading and transporting all requested plant material from EMSWCD’s Washington County, Oregon locations to the project site.

Planting – Install Large Bare Root Plants

Large bareroot plants can be defined as those plants that have one or more of the following characteristics:

- 1) Three or more years old (i.e. plants equal to or great than 1-1-1 or 3-0 stock types)
- 2) Packaged in nursery bags of 100 plants per bag or less

The EMSWCD’s site inspector and Contractor must agree to the species and quantities of species that Contractor believes are large bareroot plants prior to installation.

Contractor shall plant large bare root plants provided by EMSWCD in row or random arrangements or as directed by EMSWCD’s site inspector and handled according to the Plant Protection and Installation Requirements below. Contractor shall be responsible for loading and transporting all requested plant material from a location specified by the EMSWCD’s site inspector to the site.

Planting – Install Small Bare Root Plants

Contractor shall install bare root plants that do not meet any of the characteristics attributed to large bare root plants provided by EMSWCD in row or random arrangements or as directed by EMSWCD’s site inspector. Contractor shall be responsible for loading and transporting all requested plant material from a location specified by the EMSWCD to the site.

Contractor shall transport, protect, handle and install plants according to the following requirements (Plant Protection and Installation Requirements).

Protection of Plant Materials during Transport

Contractor shall be responsible for transporting plant material from EMSWCD’s Washington County, Oregon location to the project site either in fully-enclosed trailers or trucks with canopies. Open-bed trucks may be used only if Contractor covers plant materials with insulating blankets or tarps to protect plant materials from wind damage and freezing. Plant material shall not be transported in heated crew vehicles.



Protection of Plant Materials on Project Site

Contractor shall keep plants covered at all times using either light colored or white tarps or insulating blankets and shall protect all plant material from loss, destruction or damage of any kind, including physical injury, freezing, heating or drying. Contractor shall be responsible for all loss, destruction or damage to plant material that occurs from the time Contractor takes possession of the plant material until the plant material is planted. Contractor is responsible for inspecting plants/bags upon pickup to verify plants are in good health.

Handling of Plant Materials during Planting

Contractor shall ensure that plant root systems are in a dripping wet state prior to installation. Contractor shall dip the entire root system of all plants in water upon removing the plants from the nursery bag, and shall then place plants directly into a planting bag. Plant material shall be carried into planting areas only in EMSWCD approved planting bags. The quantity of seedlings placed in a planting bag shall be limited to that which allows the removal of individual seedlings without damage to tops or roots. Contractor shall remove only one seedling at a time from a planting bag only after the planting hole has been prepared. Contractor shall not cull plant material or prune roots or stems unless directed by EMSWCD.

Plant Placement

Contractor shall plant bare root plant material at various planting densities as directed by EMSWCD's site inspector or as indicated in any work order that addresses the project. EMSWCD may also specify where certain plant species or associations of plant species are to be planted within each site. Plant material planted in inappropriate places will be subject to rejection by EMSWCD during inspections. Inappropriate places include places where logs, compacted slash greater than 18 inches in depth, rock outcrops, cobble, gravel, standing water or other media prevent planting tools from making an acceptable planting hole. When an inappropriate place is encountered, Contractor shall plant the plant material in the nearest appropriate location.

Planting Technique

Contractor shall prepare a planting hole that is wide enough to fully suspend the roots of the plant material. Contractor shall suspend the root system near the center of the planting hole, with roots in a near-natural arrangement, at a depth at which the root collar is exposed and the entire root system is covered by soil after filling, packing and leveling. A "near-natural arrangement" means that roots approximate the position they would have when growing in nature, and are not twisted, tangled, compacted, curled, or bent relative to a position that is perpendicular to the ground surface. Each plant shall be set firmly in the ground, with moist soil filled in and placed firmly around the roots. There shall be no air pockets adjacent to or near the roots. Contractor shall level the soil near the plant after planting and firming so that there are no depressions or mounds near the stem.



EMSWCD's Right to Suspend Planting

EMSWCD may suspend planting work if EMSWCD determines that weather conditions could damage plant material even if the material is handled in accordance with this Master Contract. EMSWCD may also suspend planting work at any time if EMSWCD determines that Contractor is not handling plants or planting in accordance with this Master Contract.

Planting - Machine Broadcast Seed

Contractor shall apply native seed to project sites using machine air seeders, or spin spreaders at a rate determined by EMSWCD's site inspector (typically between 5 and 15 pounds per acre). The seeding equipment shall be subject to the equipment cleaning requirements in Section 18 of this Exhibit.

Planting – Machine No Till Drill Seed

Contractor shall apply native seed to project sites using no till seed drills at a rate determined by EMSWCD's site inspector (typically between 5 and 15 pounds per acre). The seeding equipment shall be subject to the equipment cleaning requirements in Section 18 of this Exhibit.

Planting - Scalp

Contractor shall prepare individual planting spots by scraping away all live and dead vegetation, roots and rhizomes from a 16-inch diameter circle. Where the slope of the ground is greater than 20 percent, Contractor shall also construct a flat planting area.

Project Management

Project Management includes those services requested by EMSWCD's representative that are above and beyond the completion of work tasks described in the Master Contract. Examples of Project Management include contacting landowner, making additional site visits, monitoring sites, mapping sites, flagging site boundaries, using dichotomous keys to identify plants, developing planting plans, researching treatment options, as well as making telephone calls, or sending emails to determine proper timing of planting, cutting, spraying or seeding, or other site preparation or establishment activities.

Project Management does not include time spent scheduling, supervising or coordinating employees or subcontractors performing vegetation management services, generating or submitting invoices or responding to RFP/RFQ, completing spray records or any other activity associated with completing work tasks described in the Master Contract.

Not all contractors will be asked to provide Project Management services. Decisions on the use of Contractor's Project Management services will be made at the discretion of the EMSWCD representative and will be based on need and on the perceived ability of Contractor to provide such services.

Site Preparation

Site prep applies to those sites that have not been previously planted or have not received site preparation treatments that might require working around naturally occurring



vegetation. Target vegetation during the site prep stage can be approximately three to ten feet in height. Examples include blackberries measuring ten feet or higher, reed canary grass measuring six feet or higher, dominant ground and tree ivy or laurel and hawthorn thickets.

Site Prep - Boom Spray

Contractor shall apply a EMSWCD provided or approved herbicide in accordance with the manufacturer’s recommendation as stipulated on the product label and in a volume sufficient to adequately cover all target vegetation. Target vegetation may include all vegetation that is not planted by EMSWCD or may be limited to species included on the EMSWCD’s Target Species List. Contractor is responsible for recognizing and preventing damage to existing native vegetation and/or landscaping on adjacent land. Equipment shall be subject to the equipment cleaning requirements in Section 18 of this Exhibit.

Site Prep - Backpack Spot or Area Spray

Contractor shall apply a EMSWCD provided or approved herbicide in accordance with the manufacturer’s recommendation as stipulated on the product label and in a volume sufficient to adequately cover all target vegetation at the site. Target vegetation may include all vegetation that is not planted by EMSWCD or may be limited to species included on the EMSWCD’s Target Species List. Contractor is responsible for recognizing and preventing damage to existing native vegetation and/or landscaping vegetation on adjacent land.

Site Prep - Cut Blackberry/Brush

Contractor shall cut Armenian blackberry (*Rubus armenicus*), evergreen blackberry (*R. laciniatus*), and other target brush to the ground and shall cut stems to less than 24 inches in length using manual or mechanical means. Contractor is responsible for recognizing and preventing damage to existing native vegetation.

Site Prep – Machine Cut Tree/Blackberry/Brush

Contractor shall cut target trees, shrubs and blackberry thickets to the ground using machine mounted cutting heads or mowing equipment. Contractor is responsible for recognizing and preventing damage to existing native vegetation. The cutting equipment shall be subject to the equipment cleaning requirements in Section 18 of this Exhibit.

Site Prep – Subsurface Soil Ripping/Tilling

Contractor shall sub-surface rip or till compacted soil using standard machine mounted equipment. Contractor is responsible for recognizing and preventing damage to existing native vegetation. All equipment shall be subject to the equipment cleaning requirements in Section 18 of this Exhibit.

Site Prep - Flail Mowing

As directed by EMSWCD’s site inspector, Contractor shall mow target vegetation using a machine mounted flail mower typically at sites previously used for agricultural purposes. Contractor is responsible for recognizing and preventing damage to existing native



vegetation and/or landscaping vegetation on adjacent land. The mowing equipment shall be subject to the equipment cleaning requirements in Section 18 of this Exhibit.

Site Prep - Rotary Mowing

As directed by EMSWCD's site inspector, Contractor shall mow target vegetation using a machine mounted rotary mower typically at sites previously used for agricultural purposes. Contractor is responsible for recognizing and preventing damage to existing native vegetation and/or landscaping vegetation on adjacent land. The mowing equipment shall be subject to the equipment cleaning requirements in Section 18 of this Exhibit.

Site Prep – Discing

Contractor shall make up to two complete passes through the work area with a tiller or disc using standard farm equipment. EMSWCD's site inspector shall indicate depth of till or disc prior to work beginning. The tilling or discing equipment shall be subject to the equipment cleaning requirements in Section 18 of this Exhibit.

Site Prep – Roller Harrow

Contractor shall make one complete pass through the work area with a roller harrow using standard farm equipment. EMSWCD's site inspector shall indicate depth of till or disc prior to work beginning. The tilling or discing equipment shall be subject to the equipment cleaning requirements in Section 18 of this Exhibit.

Site Prep – Discing and Roller Harrow

Contractor shall make up to two complete passes through the work area with a tiller or disc using standard farm equipment with a roller harrow. EMSWCD's site inspector shall indicate depth of till or disc prior to work beginning. The tilling or discing equipment shall be subject to the equipment cleaning requirements in Section 18 of this Exhibit.

Site Prep - Hand Mow/Cut

As directed by EMSWCD's site inspector, Contractor shall cut target vegetation using hand held sawing, shearing, weed whipping or other cutting equipment to a height of three inches or less. Target vegetation may include all vegetation that is not planted by EMSWCD. Contractor is responsible for recognizing and preventing damage to existing native vegetation and/or landscaping vegetation on adjacent land.

Site Prep - Push Mow

As directed by EMSWCD's site inspector, Contractor shall cut target vegetation using walk-behind equipment to a height of three inches or less. Target vegetation may include all vegetation that is not planted by EMSWCD. Contractor is responsible for recognizing and preventing damage to existing native vegetation and/or landscaping vegetation on adjacent land.

Stewardship

Stewardship generally applies to those sites that have been under management for approximately seven to ten years with relatively low non-native species cover. Work will occur in and around planted and naturally occurring native vegetation.



Stewardship - Backpack Spot or Area Spray

Contractor shall apply a EMSWCD provided or approved herbicide in accordance with the manufacturer's recommendation as stipulated on the product label and in a volume sufficient to adequately cover all target vegetation at the site. Target vegetation may include all vegetation that is not planted by EMSWCD or may be limited to species included on the EMSWCD's Target Species List. Contractor is responsible for recognizing and preventing damage to existing native vegetation.

Stewardship – Tree Cutting

Contractor shall provide a qualified feller to cut and fall trees marked by, or directed by EMSWCD's site inspector. Unless directed otherwise, stumps of all felled trees shall be cut flush to the ground and branches on fallen trees limbed to prepare material for removal, piling and/or chipping.

Stewardship – Tree and Brush Chipping

As directed by EMSWCD's site inspector, Contractor shall provide a portable chipper to chip felled trees or to mulch slash. The chipper must be capable of chipping trees up to 12 inches in diameter and blowing the chipped material into a truck, trailer or dumpster for hauling. The chipper shall be subject to the cleaning requirements in Section 18 of this Exhibit.

Hourly Herbicide Application

Contractor shall apply a EMSWCD provided or approved herbicide in accordance with the manufacturer's recommendation as stipulated on the product label and in a volume sufficient to adequately cover all target vegetation at the site. Target vegetation may include all vegetation that is not planted by EMSWCD or may be limited to species included on the EMSWCD's Target Species List. Contractor is responsible for recognizing and preventing damage to existing native vegetation and/or landscaping on adjacent land.

Hourly Spray is defined as time spent applying herbicides to target vegetation, as well as the following on-site spray related activities:

- 1) Loading/unloading of materials and equipment necessary for spraying
- 2) Mixing chemicals necessary for spraying
- 3) Electronic completion and submission of spray logs
- 4) Licensed supervision of applicators

Other items included under hourly spraying are:

- 1) Cut stump - Contractor shall treat target woody plants by cutting the plant to the ground and immediately applying a EMSWCD provided or approved herbicide to the entire cut portion of the cut stump.
- 2) Hack and squirt - Contractor shall treat target woody plants by making cuts totaling not less than 60 percent of the plant's circumference through the bark and cambium layers and injecting or spraying (at low pressure) a EMSWCD provided or approved herbicide into cuts.



- 3) Basal bark application – Contractor shall treat the basal bark of all target woody plants by applying a EMSWCD provided or approved herbicide.

Hourly spray does not include, unless negotiated with EMSWCD’s site inspector:

- 1) Scheduling treatments
- 2) Travel time to, from or between sites
- 3) Travel time to or from herbicide vendor(s)
- 4) Maintaining herbicide inventory at Contractor’s facility
- 5) Preparing invoices
- 6) Quality control or correcting spray records
- 7) Purchasing or repairing equipment used during herbicide application
- 8) Researching treatment options
- 9) Attending herbicide trainings or conferences
- 10) Disposing of or cleaning equipment or herbicide bottles
- 11) Loading and unloading materials and equipment at Contractor’s facility

Hourly Planting

Contractor shall install at an hourly rate bare root plants, plugs, bulbs, containers and cuttings or other plant materials harvested by Contractor or provided by EMSWCD in row or random arrangements or as directed by EMSWCD’s site inspector. Contractor shall be responsible for loading and transporting all requested plant material to each site from EMSWCD’s Washington County, Oregon locations or between sites or other locations as indicated by EMSWCD’s site inspector. Contractor shall transport, protect, handle and install plants according to the Plant Protection and Installation Requirements.

Hourly Cutting

As directed by EMSWCD’s site inspector, Contractor shall cut target vegetation in planted project sites using hand held (e.g., saws, shears, trimmers, etc.) or walk behind equipment. Target vegetation may include all vegetation that is not planted by EMSWCD or may be limited to species included on EMSWCD’s Target Species List. Contractor is responsible for recognizing and preventing damaging native plants.

Hourly Labor

Contractor shall conduct various manual labor activities at an hourly rate at the direction of the EMSWCD’s site inspector or as indicated in a work order. Hourly labor can include but is not limited to the following tasks:

- 1) Installing plant protection measures (tree tubes or metal wire cages)
- 2) Placing rocks, mulch, compost or other material
- 3) Watering
- 4) Picking up trash or other debris
- 5) Creating habitat features
- 6) Assisting with nursery management
- 7) Applying straw for erosion control purposes
- 8) Harvesting and auger installing 6-10’ pole cuttings



9) Harvesting native seeds

7. Use of Herbicide and Reporting

Contractor shall maintain appropriate licensing and present copies of operator, applicator, and trainee licenses at EMSWCD's site inspector's request. EMSWCD does not have to pay Contractor if Contractor fails to provide documentation upon request.

EMSWCD may provide Contractor with closed-container herbicide blends for use on EMSWCD projects. Contractor is responsible for picking up, transporting, cleaning and returning containers in good working order when empty to a local herbicide supplier of EMSWCD's choice. Contractor shall use closed-container herbicide blends for all spray work unless otherwise agreed to by EMSWCD's site inspector. In circumstances, when closed-container herbicides are not available or herbicides other than closed-container blends are needed, EMSWCD shall reimburse Contractor at cost plus 10% for herbicide, surfactants and indicator dye that Contractor uses while performing herbicide application services on EMSWCD projects.

Contractor shall apply EMSWCD approved herbicides in compliance with any and all pesticide labels as well as the application guidelines provided in EMSWCD's Integrated Pest Management (IPM) Plan, attached as Exhibit C. A copy of the updated IPM will be available on the EMSWCD's website. Contractor shall be responsible for acquiring and complying with updated IPM guidelines.

Contractor shall use only as much herbicide as is necessary to meet the invasive vegetation removal directives issued by EMSWCD's site inspector or contained in any work order and shall minimize over-spray of native vegetation. To the maximum extent possible, herbicides shall be mixed over a tarp, or within a waterproof basin, to contain and prevent spillage.

Where necessary, Contractor shall manually or mechanically clear target vegetation away from native vegetation to protect native vegetation during spraying. When applying any herbicide mixtures, including closed-container blends, the spray mixture shall contain a colorant in the amount of one percent or greater of the mixture. Contractor shall post EMSWCD provided public notice signs with legal re-entry periods at all public access points prior to spraying and leave signs on-site until re-entry periods are satisfied.

Contractor shall complete and provide spray log(s) with each invoice. Payment of invoices will be delayed if Contractor fails to provide the spray log with all invoices. Contractor shall submit receipts for all reimbursement requests.

8. Disposal of Waste Material

At the conclusion of work each day, Contractor shall gather and lawfully dispose of all empty boxes, bags, damaged containers and plug trays, garbage, and other waste material



in a manner acceptable to EMSWCD. Contractor shall return plant containers in acceptable working condition to the designated EMSWCD location in Washington County, Oregon.

9. The Role of the EMSWCD's Site Inspector

EMSWCD and Contractor acknowledge that certain elements of site work in the environmental restoration field are not easily addressed in written plans or designs, and are better addressed in the field while work is underway.

Accordingly, EMSWCD shall appoint a site inspector to make decisions concerning plant placement, planting technique, employment of specific establishment techniques, and other issues. The parties anticipate that most decisions made by the site inspector will not affect Contractor's costs or the terms of the work order that addresses the project. If EMSWCD's site inspector makes a significant change to the work order the parties shall agree to the change in writing.

EMSWCD's use of a site inspector to identify work elements on the project site and monitor field work will not relieve Contractor from responsibility for complying with the terms of this Master Contract or any work order.

10. Inspection of Work/Acceptance

EMSWCD or its representatives will perform inspection surveys for compliance with all specifications on all work items as a basis for acceptance, payment, and recommendations for adjustment in work quality. Inspected units of work must comply with all applicable specifications.

Inspections shall identify any deviations from the specifications. Any such deviation shall be corrected immediately. Inspections shall primarily be visual. When the site does not appear to meet contract specifications, inspection data shall be gathered from well-distributed, randomly selected plots of various sizes with a total sample size of at least one percent of each item in every project area.

EMSWCD or its representatives will also inspect project sites up to 42 days following herbicide application to check for effectiveness and damage to non-target vegetation prior to approval and payment of invoices. EMSWCD or its representative may, at its discretion, inspect project areas as a whole after they are completed. Contractor is encouraged to observe these inspections as they occur.

A. Satisfactory Work Quality

For all items on each project area, EMSWCD or its representatives will assess a work quality percentage by dividing acceptable units inspected by total work units inspected. A minimum work quality standard of 90 percent is required for all work items.

B. Unsatisfactory Work Quality



Work quality below 90 percent will be considered unsatisfactory. Based on inspection results, if work quality is determined to be unsatisfactory, Contractor shall be required to rework the unit of work until satisfactory work quality is achieved. Once 90 percent work quality is attained, full payment will be made in accordance with Section 13 of this Exhibit.

Based on inspection results, if the work quality percentage falls below 90 percent, EMSWCD will immediately notify Contractor in writing and instruct Contractor to improve the quality of the work. If the quality of the work is not raised to an acceptable level within two consecutive workdays after written notification, EMSWCD may revoke the work order. If the work is seriously or chronically deficient, Contractor may be asked to suspend work until the performance problems can be resolved.

11. Notification of Subcontracting

Contractor shall notify EMSWCD upon entering into any subcontracting arrangement. This notification shall include at a minimum:

- i. Name, address, and telephone number of subcontractor;
- ii. Date upon which the subcontract was established and its duration;
- iii. List of tasks from the work order that will be subcontracted;
- iv. Copies of subcontractor's representative authority (i.e. Oregon Farm and Forest/Labor Contractor's License, Farm Labor Contractor Certificate of Registration) and liability insurance certificate(s); and
- v. Copies of Oregon Commercial Herbicide Operator License, Oregon Commercial Applicator License, and Trainee Licenses, if applicable.

12. Work Acceptance and Invoices

Contractor may invoice EMSWCD for completed work following EMSWCD's site inspector's acceptance of work. For a given work site, EMSWCD shall determine whether to accept work at the following intervals:

- a. After site preparation
- b. After planting
- c. After establishment and stewardship (i.e. after each installment of establishment work)
- d. Prior to expiration of an issued work order

EMSWCD shall not be obligated to accept work that contains material deficiencies as defined in Section 10 of this Exhibit.

Contractor invoices shall be based on work units completed and accepted and shall include the following information:

- a. Contractor Name
- b. Invoice Number



- c. Invoice Date
- d. Site Name
- e. Site Code
- f. Contract Number
- g. Work Description
- h. Completion Date
- i. Unit Price, Number of Units
- j. Extended Price
- k. Herbicide expenses with markup (if applicable)
- l. Invoice Total
- m. Contract Balance on the Work Order

Incomplete invoices will not be processed until Contractor submits a new invoice with all the required information.

EMSWCD is in the process of transitioning to an online work order system, including mobile device applications, for preparing work orders, processing invoices and tracking pesticide usage. Upon notification from EMSWCD, Contractor agrees to submit all invoices and herbicide records using EMSWCD's updated online processes.

13. Payment

EMSWCD's payment for Contractor's work shall be based on work units completed, inspected and accepted. Payment shall be made at unit prices unless otherwise provided for in an issued work order.

In circumstances when herbicides other than EMSWCD provided closed-container blends are needed, EMSWCD shall reimburse Contractor at cost plus 10% for herbicide, surfactants, adjuvants and indicator dye that Contractor uses while performing herbicide application services on EMSWCD projects. Contractor must submit receipts with invoices to receive herbicide reimbursement.

14. Liquidated Damages

EMSWCD incurs damages when native vegetation is damaged or destroyed by Contractor. The damages include the cost of plant material, additional Master Contract administration, and the loss of plant growth that would enhance resource values. As the extent of these damages is difficult to determine, Contractor agrees to pay fixed, agreed, and liquidated damages at the rate of \$5.75 per plant for every native plant destroyed by Contractor in excess of five percent of the native plants within the project area plots inspected under Section 10 of this Exhibit.

15. Private Property Damages



If Contractor causes damage to adjacent properties through site preparation, establishment, herbicide application, or any other treatment activity, Contractor shall be responsible for correcting the situation and incur all costs associated with the corrective actions.

16. Work Hours

All field work shall be performed Monday through Friday during daylight hours unless EMSWCD's site inspector grants permission to do otherwise. Contractor shall obey all applicable noise ordinances in completing work.

17. Native Plant Material Collection

Contractor shall not collect plant materials from the project site unless contracted to under this Master Contract. All plant materials collected under this Master Contract are the property of EMSWCD.

18. Equipment Cleaning

EMSWCD may require mechanized equipment to be cleaned (pressure washed or blown with pressurized air) and inspected before moving into the natural area to reduce the risk of spreading noxious weed seeds. Equipment inspection will be arranged with EMSWCD's site inspector and conducted at a location not on the project area that is mutually agreed to by EMSWCD project manager and Contractor.

19. Fueling and Equipment Repair

No fuel, motor oil, hydraulic fluid, grease, or any other petroleum or chemically based compounds associated with operating motor vehicles or mechanized equipment shall be stored onsite. These materials shall be transported to the site on an as-needed basis and contained on the bed of a truck or utility trailer. For any refueling that must be done over open ground, a spill pan or sorbent pad shall be placed below the fueling location.

No refueling or establishment shall take place in or near on-site wetlands, wet prairie, intermittent stream channels, or open water. All used sorbent pads or spill pans must be removed from the site at the end of each day. Establishment shall only occur within the staging areas designated by the EMSWCD's site inspector. Equipment furnished shall be inspected for any leakage of petroleum products. Excessive leakage shall be a basis for issuing an immediate shutdown of operation.

20. Additional Applicable Terms and Conditions for Task Orders

If Contractor has been selected to perform work subject to the Prevailing Wage Rate law contained in ORS 279C.800 to 279C.870, the work order will include the following additional provisions:

A. Fee to Be Paid to BOLI



EMSWCD will be responsible for paying the fee to the Commissioner for the Bureau of Labor and Industries pursuant to ORS 279.825(1).

B. Payroll and Certified Statement Filing Requirements and Additional Retainage

- 1) Contractor or Contractor's surety, and every subcontractor or subcontractor's surety, shall file with EMSWCD written payroll and certified statements (Certified Payrolls) that accurately and completely contain the payroll records for each week during which the Contractor or subcontractor employs a worker on a prevailing wage project. The Certified Payrolls shall contain the information required and conform to the requirements set forth in ORS 279C.845 and Oregon Administrative Rule 839-025-0010. Contractor shall file the Certified Payrolls with EMSWCD once a month by the fifth business day of the following month. Contractor shall file a Certified Payroll with EMSWCD containing the notation "No Work" each week that Contractor does not work on the project. Contractor must file its last Certified Payroll before the final inspection of the work by EMSWCD.
- 2) EMSWCD shall retain 25 percent of any amount earned by Contractor, in addition to other retainage, on the work until Contractor has filed with EMSWCD the required Certified Payrolls. EMSWCD shall pay Contractor the amount retained under this section within 14 days after the Contractor files the Certified Payrolls required by this section regardless of whether a subcontractor has failed to file Certified Payrolls. EMSWCD is not required to verify the truth of the contents of the Certified Payrolls filed by Contractor.
- 3) Contractor shall retain 25 percent of any amount earned by a first-tier subcontractor on the work until the subcontractor has filed with EMSWCD the required Certified Payrolls. Contractor shall verify that the first-tier subcontractor has filed the Certified Payrolls before the Contractor may pay the subcontractor any amount retained under this section. Contractor shall pay the first-tier subcontractor the amount retained under this section within 14 days after the subcontractor files the Certified Payrolls required by this section. Neither EMSWCD nor Contractor is required to verify the truth of the contents of the Certified Payrolls filed by the first-tier subcontractor.

C. Public Works Bonds

Contractor must have a public works bond filed with the Construction Contractors Board before starting work on the project unless exempt under ORS 279C.836(4), (7), (8) or (9). Contractor must require in every subcontract that the subcontractor have a public works bond filed with the Construction Contractors Board before starting work on the project unless exempt under ORS 279C.836(4), (7), (8) or (9).

D. Payment of Prevailing Wage Rates

Contractor and any subcontractors shall comply with ORS 279C.838 and 279C.840. Contractor agrees that the provisions required by ORS 279C.830 pertaining to Contractor's payment of prevailing wage rates shall be included as part of any work



order in which it applies. Contractor and any subcontractor must pay workers in each trade or occupation that Contractor or its subcontractors or other person who is a party to the work order uses in performing all or a part of the work order not less than the applicable minimum Oregon prevailing rate of wage for such workers contained in the specific work order. Contractor's prevailing wage unit prices and hourly rates contained in the work order comply with this requirement.



**EXHIBIT B
 PRICE LIST**

Category	Task	Site Code	Unit	Unit Price FY22
Site Preparation, Establishment and Stewardship				
	Site Prep - Flail Mowing	NA	Hour	\$ 407.60
	Site Prep - Flail Mowing	NA	Acre	\$ 127.38
	Site Prep – Rotary Mowing	NA	Hour	\$ 407.60
	Site Prep - Rotary Mowing	NA	Acre	\$ 127.38
	Site Prep – Subsurface Soil Ripping/Tilling	NA	Hour	\$ 407.60
	Site Prep - Subsurface Soil Ripping/Tilling	NA	Acre	\$ 127.38
	Site Prep – Roller Harrow	NA	Hour	\$ 407.60
	Site Prep - Roller Harrow	NA	Acre	\$ 101.90
	Site Prep – Discing	NA	Hour	\$ 407.60
	Site Prep - Discing	NA	Acre	\$ 101.90
	Site Prep – Disc and Roller Harrow	NA	Hour	\$ 433.08
	Site Prep - Disc and Roller Harrow	NA	Acre	\$ 117.19
	Site Prep – Machine Cut Tree/Blackberry/Brush	NA	Hour	\$ 280.23
	Site Prep - Machine Cut Tree/Blackberry/Brush	NA	Acre	\$ 280.23
	Site Prep - Boom Spray	NA	Acre	\$ 117.19
	Mobilization	NA	Each	\$ 178.33
	Site Prep - Hand Mow/Cut	A	Acre	\$ 458.55
	Site Prep - Hand Mow/Cut	B	Acre	\$ 494.22
	Site Prep - Hand Mow/Cut	C	Acre	\$ 534.98
	Site Prep - Push Mow	A	Acre	\$ 351.56
	Site Prep - Push Mow	B	Acre	\$ 392.32
	Site Prep - Push Mow	C	Acre	\$ 433.08
	Site Prep - Cut Blackberry/Brush	NA	Acre	\$ 738.78
	Site Prep - Backpack Spot or Area Spray	A	Acre	\$ 254.75
	Site Prep - Backpack Spot or Area Spray	B	Acre	\$ 280.23
	Site Prep - Backpack Spot or Area Spray	C	Acre	\$ 331.18
	Establishment - Hand Mow/Cut	A	Acre	\$ 397.41
	Establishment - Hand Mow/Cut	B	Acre	\$ 443.27
	Establishment - Hand Mow/Cut	C	Acre	\$ 484.03
	Establishment - Push Mow	A	Acre	\$ 351.56
	Establishment - Push Mow	B	Acre	\$ 392.32
	Establishment - Push Mow	C	Acre	\$ 433.08
	Establishment - Backpack Spot or Area Spray	A	Acre	\$ 270.04
	Establishment - Backpack Spot or Area Spray	B	Acre	\$ 290.42
	Establishment - Backpack Spot or Area Spray	C	Acre	\$ 320.99
	Establishment - Backpack Ring or Row Spray	A	Acre	\$ 280.23
	Establishment - Backpack Ring or Row Spray	B	Acre	\$ 300.61
	Establishment - Backpack Ring or Row Spray	C	Acre	\$ 331.18
	Establishment - Combination Backpack Spot or Area and Ring or Row Spray	A	Acre	\$ 305.70
	Establishment - Combination Backpack Spot or Area and Ring or Row Spray	B	Acre	\$ 356.65
	Establishment - Combination Backpack Spot or Area and Ring or Row Spray	C	Acre	\$ 407.60
	Establishment – Haying	NA	Hour	\$ 356.65
	Mobilization	NA	Each	\$ 382.13
	Stewardship - Backpack Spot or Area Spray	NA	Acre	\$ 280.23
	Stewardship – Tree Cutting	NA	Hour	\$ 56.05
	Stewardship – Tree and Brush Chipping	NA	Hour	\$ 147.76
	Hourly Hand Cut	NA	Hour	\$ 49.93
	Hourly Push Mow	NA	Hour	\$ 71.33
	Hourly Spray	NA	Hour	\$ 45.86
	Hourly Labor	NA	Hour	\$ 40.76



Category	Task	Site Code	Unit	Unit Price FY22
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Planting

Planting - Scalp	NA	Each	\$ 0.61
Planting – Hand or Crank Broadcast Seed	NA	Acre	\$ 219.09
Planting - Machine Broadcast Seed	NA	Acre	\$ 117.19
Planting – Machine No Till Drill Seed	NA	Acre	\$ 168.14
Mobilization	NA	Each	\$ 178.33
Planting - Install Small Bare Root Plants	A	Each	\$ 0.39
Planting - Install Small Bare Root Plants	B	Each	\$ 0.43
Planting - Install Small Bare Root Plants	C	Each	\$ 0.48
Planting - Install Large Bare Root Plants	NA	Each	\$ 0.69
Planting - Install Containerized Plants	A	Each	\$ 1.53
Planting - Install Containerized Plants	B	Each	\$ 1.68
Planting - Install Containerized Plants	C	Each	\$ 1.89
Planting - Install Plugs, Rhizomes, Bulbs	NA	Each	\$ 0.31
Planting - Harvest Small Pole Cuttings	NA	Each	\$ 0.51
Planting - Harvest Large Pole Cuttings	NA	Each	\$ 0.76
Planting - Install Small Pole Cuttings	NA	Each	\$ 0.31
Planting - Install Large Pole Cuttings	NA	Each	\$ 0.46
Hourly Planting	NA	Hour	\$ 42.80

Project Management

Project Management	NA	Hour	\$ 86.62
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EXHIBIT C

TARGET SPECIES LIST

Plant Type	Species Code	Scientific Name	Common Name
Forb	ALPE	<i>Alliaria petiolata</i>	Garlic Mustard
Forb	ARMI	<i>Arctium minus</i>	Burdock
Forb	BRCAM	<i>Brassica campestris</i>	Field Mustard
Forb	CEDI	<i>Centaurea diffusa</i>	Diffuse Knapweed
Forb	CEMA	<i>Centaurea maculosa</i>	Spotted Knapweed
Forb	CENI	<i>Centaurea nigra</i>	Black Knapweed
Forb	CIAR	<i>Cirsium arvense</i>	Canada Thistle
Forb	CIVU	<i>Cirsium vulgare</i>	Bull Thistle
Forb	CLVI	<i>Clematis vitalba</i>	Traveler's Joy
Forb	COMA2	<i>Conium maculatum</i>	Poison Hemlock
Forb	COAR	<i>Convolvulus arvensis</i>	Field Morning Glory
Forb	DISY	<i>Dipsacus sylvestris</i>	Teasel
Forb	GAVE	<i>Galium aparine</i>	Clevers Bedstraw
Forb	GERO	<i>Geranium robertianum</i>	Herb Robert
Forb	HEHE	<i>Hedera helix</i>	English Ivy
Forb	HEMA	<i>Heracleum mantegazzianum</i>	Giant Hogweed
Forb	IRPS	<i>Iris pseudoacorus</i>	Yellow Flag Iris
Forb	LOCO1	<i>Lotus corniculatus</i>	Birdsfoot Trefoil
Forb	LYSA	<i>Lythrum salicaria</i>	Purple Loosestrife
Forb	POCU	<i>Polygonum cuspidatum</i>	Japanese Knotweed
Forb	POSA	<i>Polygonum sachalinense</i>	Giant Knotweed
Forb	SEJA	<i>Senecio jacobaea</i>	Tansy Ragwort
Forb	SODU	<i>Solanum dulcamara</i>	Bittersweet Nightshade
Grass	ALPR	<i>Alopecurus pratensis</i>	Meadow Foxtail
Grass	BAMB	<i>Bamboo</i>	Bamboo
Grass	FEAR	<i>Festuca arundinacea</i>	Tall Fescue
Grass	HOLA	<i>Holcus lanatus</i>	Velvet Grass
Grass	PAST	Pasture Grass	Pasture Grass
Grass	PHAR	<i>Phalaris arundinacea</i>	Reed Canarygrass
Grass	TURF	Turf Grass	Turf Grass
Shrub	CYSC	<i>Cytisus scoparius</i>	Scotch Broom
Shrub	ILAQ	<i>Ilex aquifolium</i>	English Holly
Shrub	PRLA	<i>Prunus laurocerasus</i>	English or Portugese Laurel
Shrub	ROSP	<i>Rosa</i> ssp.	Non-native Roses
Shrub	RULA	<i>Rubus laciniatus</i>	Evergreen Blackberry
Shrub	RUDI	<i>Rubus armenicus</i>	Himalayan Blackberry
Tree	CRMO	<i>Crataegus monogyna</i>	European Hawthorn
Tree	CROX	<i>Crataegus oxycantha</i>	English Hawthorn
Tree	PRSP	<i>Prunus</i> ssp.	Non-native Cherries



EXHIBIT D

COMPLIANCE WITH LAWS AND REGULATIONS GOVERNING FEDERAL GRANT FUNDS, PUBLIC CONTRACTS AND PUBLIC CONSTRUCTION

PUBLIC CONTRACTS

THE FOLLOWING PROVISIONS 1-10 APPLY TO WORK ORDERS FOR NON-PUBLIC WORKS PROJECTS

1. Generally

Contractor shall keep itself fully informed of and shall fully comply with all federal, state, regional, and local laws, rules, regulations, ordinances, and orders pertaining in any manner to this Contract and the rules, regulations and orders of any agency or authority having jurisdiction over the work under this Contract or persons employed or engaged therein. Contractor shall pay all taxes, including federal, state, regional, county, and city taxes, and taxes of any other governmental entity, applicable to the services performed or materials provided under this Contract. All permits, licenses, and fees necessary for prosecution and completion of the Work shall be secured and paid for by Contractor, unless otherwise specified by EMSWCD.

The following paragraphs include, without limitation, the standard contract clauses that are required in every public contract in accordance with the Oregon Revised Statutes. As such these paragraphs are applicable, to the extent they apply, to this Contract. This Contract shall include by reference any other standard contract clauses required by federal, state, and local laws, ordinances, and regulations.

2. Prompt Payment

Contractor shall promptly pay as due all of its obligations arising out of or in connection with the Work, including, but not limited to, payments (1) to all persons supplying to Contractor labor, equipment, services, or materials for the performance of the Work; (2) of all contributions or amounts due the Industrial Accident Fund from Contractor or any subcontractor incurred in the performance of the Work; and (3) to the Department of Revenue of all sums withheld from employees under ORS 316.167.

3. Hours of Labor

Contractor shall pay persons employed under this Contract at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B) to (G) and for all time in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Contractor's shall give notice in writing to employees who work on a contract or services, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.



4. Workers' Compensation

All employers, including Contractor, that employ subject workers who work under this Contract in the state of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

5. Prompt Payment for Medical Services

Contractor shall promptly make payment, as due, to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.

6. Compliance with Laws/Tax Laws

Contractor shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, rules, orders, and rulings including, without limitation, those governing labor, materials, equipment, construction procedures, safety, health, sanitation, and the environment. Contractor agrees to indemnify, hold harmless, reimburse, and defend District from and against any penalties or liabilities arising out of violations of such obligations by Contractor or its subcontractors or suppliers at any tier. Contractor must also comply with all Oregon Tax Laws.

7. Material Salvage

To the extent that the scope of the work for this Contract requires demolition, Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective.

8. Composting

To the extent that the scope of the work for this Contract requires lawn and landscape maintenance, the Contractor must compost or mulch yard waste material at an approved site, if feasible and cost-effective.

9. Recycled Materials

Contractor, in performance of the work under this Contract, shall use recycled paper as defined in ORS 279A.010(1)(gg), recycled PETE products as defined in ORS 279A.010(1)(hh), and other recycled plastic resin products to the maximum extent economically feasible.

10. Liens

Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof on account of any labor or materials furnished.



PUBLIC CONSTRUCTION
THE FOLLOWING PROVISIONS 1-23 APPLY TO WORK ORDERS FOR
PUBLIC IMPROVEMENT PROJECTS

1. Generally

The following paragraphs include, without limitation, the standard contract clauses that are required in every public contract in accordance with the Oregon Revised Statutes. This Contract shall include by reference any other standard contract clauses required by federal, state, and local laws, ordinances, and regulations.

2. Prompt Payment

Contractor shall promptly pay as due all of its obligations arising out of or in connection with the Work, including, but not limited to, payments (1) to all persons supplying to Contractor labor, equipment, services, or materials for the performance of the Work; (2) of all contributions or amounts due the Industrial Accident Fund from Contractor or any subcontractor incurred in the performance of the Work; and (3) to the Department of Revenue of all sums withheld from employees under ORS 316.167.

3. Prompt Payment Policy

It is the policy of the State of Oregon that all payments due on a public improvement contract and owed by a contracting agency shall be paid promptly. No public contracting agency is exempt from the provisions of ORS 279C.570.

4. Contractor's Failure to Make Prompt Payment

If, upon reasonable concern by EMSWCD that Contractor has failed, neglected, or refused to make prompt payment of any claim for labor, equipment, services, or materials furnished to Contractor or a subcontractor by any person in connection with the Contract as the claim becomes due, EMSWCD may pay such claim to the person furnishing the labor, equipment, services, or materials and charge the amount of the payment against funds due or to become due Contractor under the Contract. EMSWCD reserves the right to make payments directly or by multiple-payee check, and Contractor hereby consents to such direct and multiple-payee check payments. Upon EMSWCD's request, Contractor shall furnish to EMSWCD the information required to facilitate such payments with each application for payment, including (1) names, addresses, and telephone numbers of persons making any such claim for labor, equipment, services, or material; and (2) a complete listing of outstanding amounts owed to all such persons.



5. Contractor's and First-Tier Subcontractor's Failure to Make Payment After Payment from EMSWCD/Interest Penalty

If, within 30 days after receipt of payment from EMSWCD or Contractor, Contractor or a first-tier subcontractor fails, neglects, or refuses to pay a person furnishing labor, equipment, services, or materials in connection with the Contract, Contractor or the first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-Day period within which payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or the first-tier subcontractor on the amount due is nine percent per annum. The amount of interest may not be waived.

6. Construction Contractors Board Complaint

If Contractor or a subcontractor fails, neglects, or refuses to pay a person furnishing labor, equipment, services, or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

7. Continuing Liability of Contractor and Surety

Payment by EMSWCD of a claim in the manner authorized in this section does not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims.

8. Compliance with Laws/Tax Laws

Contractor shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, rules, orders, and rulings as well as all applicable construction industry standards, including, without limitation, those governing labor, materials, equipment, construction procedures, safety, health, sanitation, and the environment. Contractor agrees to indemnify, hold harmless, reimburse, and defend EMSWCD from and against any penalties or liabilities arising out of violations of such obligations by Contractor or its subcontractors or suppliers at any tier. Contractor must also comply with all Oregon tax laws.

9. Employee Drug-Testing Program

Contractor shall demonstrate to EMSWCD that Contractor has initiated, and shall maintain through the completion of the Work, an employee drug testing program.

10. Workday/Workweek

No person shall be employed on the Project for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity or emergency, or when the public policy absolutely requires it, and in such cases, except for cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time-and-a-half pay for (1) all overtime in excess of 8 hours in any one day or 40 hours in any one week when the workweek is five consecutive days, Monday through Friday, (2) all overtime in excess of 10 hours a day or 40 hours in any one week when the workweek is four consecutive days, Monday through Friday,



and (3) all work performed on Saturday and on any legal holiday specified in ORS 279C.540. Contractor shall pay employees at least time and a half pay for work the employees perform under the Contract on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1)(b)(B) to (G) and for all time the employees work in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. As required by ORS 279C.520, Contractor shall comply with ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class as defined in ORS 652.220. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person. Contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the Contract and that a failure to comply is a breach that entitles EMSWCD to terminate the Contract for cause.

11. Notice of Required Work Hours

Contractor, each first-tier subcontractor, and each lower-tier subcontractor must give written notice to its employees, either at the time of hire or before commencement of Work, or by posting a notice in a location frequented by its employees, of the number of hours per day and days per week that the employees may be required to work.

12. Claims for Overtime

Any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided for in ORS 279C.540, unless a claim for payment is filed with Contractor within 90 days from the completion of the Contract, provided Contractor has (1) caused a circular, clearly printed in boldfaced 12-point type and containing a copy of this section, to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to any or all workers employed on the Work; (2) maintained the circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

13. Workers' Compensation

All employers, including Contractor, that employ subject workers who work under this Contract in the state of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

14. Prompt Payment for Medical Services

Contractor shall promptly make payment, as due, to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that



Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.

15. Prompt Payment by Contractor and Subcontractors/Interest Penalty

Contractor shall include in each subcontract for property or services entered into by Contractor with a first-tier subcontractor, including a material supplier, for the purposes of performing the Contract:

- A. A payment clause obligating Contractor to pay the first-tier subcontractor or supplier for satisfactory performance under the subcontract within 10 days out of amounts EMSWCD pays to Contractor under the Contract;
- B. A clause that requires Contractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from the Contractor;
- C. A clause that requires Contractor, except as otherwise provided in this subsection, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if Contractor: (a) notifies the subcontractor in writing at least 45 days before the date on which the Contractor makes the change; and (b) includes with the written notice a copy of the new or changed form or a description of the new or changed procedure;
- D. An interest penalty clause that obligates Contractor, if Contractor does not pay the first-tier subcontractor within 30 days after receiving payment from EMSWCD, to pay the first-tier subcontractor an interest penalty on amounts due in each payment Contractor does not make in accordance with the payment clause included in the subcontract under subsection A. of this section. Contractor or a first-tier subcontractor is not obligated to pay an interest penalty if the only reason that Contractor or the first-tier subcontractor did not make payment when payment was due is that Contractor or the first-tier subcontractor did not receive payment from EMSWCD or Contractor when payment was due. The interest penalty:
 - a. Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and
 - b. Is computed at the rate specified in ORS 279C.515 (2);
- E. Contractor, in each of Contractor's subcontracts, will require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of subsections A through D of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier; and
- F. Contractor shall comply with all of the provisions in ORS 279C.570.



16. List of Subcontractors/Licensing with Construction Contractors Board

Before commencing Work, Contractor shall provide to EMSWCD and EMSWCD's authorized representative a list of all subcontractors and suppliers to be involved in the Project. The list of all subcontractors and suppliers to be involved in the Project will be attached to the Contract as an Exhibit. The receipt of such list shall not require EMSWCD or EMSWCD's authorized representative to investigate the qualifications of proposed subcontractors and suppliers, nor shall it waive the right of EMSWCD to later object to or reject any proposed subcontractor or supplier. It shall be the responsibility of Contractor to ensure that all subcontractors are duly registered with the Oregon Construction Contractors Board and have not been declared ineligible to work on a public contract.

17. Material Salvage

To the extent that the Work for this Contract requires demolition, Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective.

18. Composting

To the extent that the Work for this Contract requires lawn and landscape maintenance, Contractor must compost or mulch yard waste material at an approved site, if feasible and cost-effective.

19. Recycled Materials

Contractor, in performance of the Work, shall use recycled paper as defined in ORS 279A.010(1)(gg), recycled PETE products as defined in ORS 279A.010(1)(hh), and other recycled plastic resin products to the maximum extent economically feasible.

20. Environmental and Natural Resources Laws

Pursuant to ORS 279C.525, the following is a list of federal, state, and local agencies that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of this Contract. The following list may not include all such agencies that have enacted ordinances or regulations relating to the prevention of environmental pollution and the preservation of natural resources.

Federal Agencies:

- Agriculture, Dept. of
- Forest Service
- Natural Resources Conservation Service
- Defense, Dept. of
- Army Corps of Engineers
- Coast Guard
- Environmental Protection Agency
- Interior, Dept. of



U.S. Fish and Wildlife Service
 Bureau of Land Management
 Bureau of Indian Affairs
 Bureau of Reclamation
 Labor, Dept. of
 Occupational Safety and Health Administration
 Transportation, Dept. of
 Federal Highway Administration
 Bureau of Mines
 Federal Energy Regulatory Commission
 U.S. Geological Survey
 Health and Human Services, Dept. of
 Housing and Urban Development, Dept. of
 Mine Safety and Health Administration
 Minerals Management Service
 National Oceanic and Atmospheric Administration
 Office of Surface Mining, Reclamation and Enforcement
 Water Resources Council

State Agencies:

Administrative Services, Dept. of
 Agriculture, Dept. of
 Columbia River Gorge Commission
 Consumer and Business Services, Dept. of
 Oregon Occupational Safety and Health Division
 Environmental Quality, Dept. of
 Fish and Wildlife, Dept. of
 Forestry, Dept. of
 Geology and Mineral Industries, Dept. of
 Human Services, Dept. of
 Labor and Industries, Bureau of
 Land Conservation and Development, Dept. of
 Natural Resources, Dept. of
 Parks and Recreation, Dept. of
 State Fire Marshall
 State Lands, Dept. of
 Water Resources Department

Local Agencies:

City Councils
 Circuit Courts
 County Commissioners, Boards of
 Fire Districts
 Historical Preservation Commission
 Planning Commissions
 Port Districts



Special Districts
Oregon Tribal Governments

21. Retainage

The withholding of retainage by Contractor or subcontractor shall be in accordance with ORS 279C.550 to 279C.570 and ORS 279C.845(7).

22. Liens

Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof on account of any labor or materials furnished.

23. Notice of Claim on Bond

The notice of claim required by ORS 279C.600 must be sent by registered or certified mail or hand-delivered no later than 180 days after the day the person last provided labor or furnished materials to the Project, or 180 days after the worker listed in the notice of claim by the Commissioner of the Bureau of Labor and Industries last provided labor to the Project. The notice may be sent or delivered to Contractor or subcontractor at any place Contractor or subcontractor maintains an office or conducts business or at the residence of Contractor or subcontractor. If the claim is for a required contribution to a fund of an employee benefit plan, the notice required by ORS 279C.600 must be sent or delivered within 200 days after the employee last provided labor or materials to the Project. The notice shall be in writing substantially as follows:

To (here insert the name of Contractor or subcontractor and the name of EMSWCD):
Notice hereby is given that the undersigned (here insert the name of the claimant) has a claim for (here insert a brief description of the labor or materials performed or furnished and the person by whom performed or furnished; if the claim is for other than labor or materials, insert a brief description of the claim) in the sum of (here insert the amount) dollars against the (here insert public works bond or payment bond, as applicable) taken from (here insert the name of the principal and, if known, the surety or sureties upon the public works bond or payment bond) for the work of (here insert a brief description of the work concerning which the (public works bond or payment bond was taken). Such material or labor was supplied to (here insert the name of Contractor or subcontractor).

_____ (here to be signed)

24. Hazardous Materials, Wetlands, Archeological Sites

Immediately upon discovery, Contractor shall cease performing the Work in that area of the Project where there are, or reasonably appear to be, any of the following: (i) hazardous materials, (ii) a wetland condition, (iii) an archeological site or (iv) any occurrence or condition



that constitutes or reasonably could constitute an immediate danger to persons or the environment. In such event, Contractor shall take such emergency actions as are reasonably necessary to contain the hazardous materials, protect the wetland condition or archeological site, or minimize the danger, shall take such emergency actions as are reasonably necessary to secure the involved area of the Project from further disturbance, and shall notify EMSWCD and the appropriate public officials as soon as reasonably possible with prompt confirmation in writing.

25. No Additional Compensation Allowed For Compliance With Laws

The Contract Price includes full compensation for compliance with all applicable laws, rules, regulations, ordinances and orders and all amendments thereto and Contractor shall not make claim for, nor be allowed any additional compensation for such compliance.



Board Action Recommendation

EMSWCD has been asked to convey a utility easement over a portion of our Gordon Creek Farm property to Portland General Electric. This request is occasioned by a utility pole upgrade being done on the property for fire resistance. EMSWCD staff worked with PGE on the location for that new pole to ensure it would have little to no impact on farm operations.



In the course of preparing for that pole upgrade PGE was unable to locate an easement of record for the existing utility line. It is in the interest of both parties to clarify the rights and responsibilities associated with that utility line. EMSWCD staff and Counsel are working with PGE to finalize easement language that is protective of our objectives of the site. In the interim, PGE has gone ahead with the work in the absence of an easement due to State mandates.

EMSWCD Counsel suggested that as a matter of good practice it would be best for the EMSWCD Board to approve conveyance of the utility easement as it does technically constitute a property right.



Resolution No. 2022-07-01

BEFORE THE BOARD OF THE EAST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT FOR THE PURPOSE OF CONVEYING A UTILITY EASEMENT OVER AN EMSWCD PROPERTY

WHEREAS, the East Multnomah Soil and Water Conservation District (EMSWCD) has the authority to convey real property pursuant to ORS 568.550(1)(e).

WHEREAS, the EMSWCD Board of Directors considered the conveyance of a proposed utility easement to Portland General Electric over a property owned by EMSWCD located at 36403 SE Gordon Creek Road, Corbett, OR (the "Property") at a Board meeting on July 6, 2022.

WHEREAS, the EMSWCD Board of Directors determined that formalizing the already existing use via an easement of record with terms favorable to EMSWCD is in the public interest.

BE IT RESOLVED that the EMSWCD Board of Directors hereby:

1. Approves the conveyance of a utility easement to Portland General Electric over a portion of the Property.
2. Authorizes and directs the Executive Director to make the determination that the proposed easement document is satisfactory or not satisfactory.
3. Authorizes and directs the Executive Director to sign all necessary documents on behalf of the EMSWCD in connection with this conveyance.

ADOPTED by the EMSWCD Board of Directors this Sixth day of July, 2022.

Mike Guebert, EMSWCD Board Chair

As Witness: Nancy J. Hamilton,
Executive Director



Information Technology & Analytic Specialist

JOB DESCRIPTION

Position Overview: This position is primarily responsible for a wide range of technology-related activities across all programs. The work, its complexity, and variety of issues, requires at least a mid-level of knowledge, training, and/or experience in maintaining network and software/hardware systems. The activities of this position primarily lie within the Finance & Operations program but are responsible for district-wide technology needs. This position may include limited marketing and social media activities across all program areas and those efforts will be coordinated with each of the program supervisors, as directed. This position requires attention to detail, effective communications, self-motivation, initiative, problem solving and creativity. The work requires a mix of in-depth computer software and hardware technical skills, customer service skills, troubleshooting, website updates and upkeep, analytic skills, and an ability to analyze and respond to a variety of maintenance and emerging technical problems or needs in a timely and efficient fashion. This position supports EMSWCD's conservation mission by ensuring the network and technologies utilized by EMSWCD are secure, appropriate, and effective to support to programs and staff.

Classification: Exempt (Salaried, not eligible for overtime)

Reports To: Chief of Finance & Operations

Primary Responsibilities:

Information Technology Duties

- Ensure security and effectiveness of EMSWCD's network and systems, on-site and with remote-work.
- Serve as point for all IT-related issues (hardware, software, network – wired & wireless), and peripheral devices, including troubleshooting and resolving tickets or issues.
- Identify areas of improvement and make recommendations for technical (IT/AV) improvements at the Williams office or District-wide use.
- Troubleshoots, repairs, and patches computer systems and hardware.
- Assists in the maintenance of networks, software, and hardware for systems.
- Edits and tests programs and network settings to diagnose issues and resolve them.

- Installs, tests, and services a variety of computer software, hardware, data network, and telecommunications devices, as well as other peripheral equipment related to information technology.
- Assesses and corrects problems with computers, peripheral equipment, and communication hardware and software.
- Provides support to end users for computer, application, system, device, access and hardware issues.
- Identifies, researches and resolves the most complex technical problems.
- Responds to telephone, email and on line requests for technical support.
- Assists end-users with questions or problems individually or in conjunction with outsourced IT-Service company.
- Other duties as assigned by the Program Supervisor or Executive Director

Website and Analytics

- Keep website up to date, address problems, edit content written by staff for clarity and style and suggest changes if necessary.
- Serve as primary point of contact for any outside website contracting if necessary.
- Train staff on using website's content management system, custom functions and plugins.
- Maintain website, functionality, user-experience and accessibility with best practices.
- Develop user-friendly and navigable website, information, and materials retrieval from website, including but not limited to, meeting presentations, agendas, minutes, and any outward facing, public-record document.
- Maintain 508 standards and 255 guidelines to ensure website accessibility compliance.
- Perform data analytics as requested on a variety of computer-generated analytics and data sets.
- Publish all public notices on website and with various media outlets.

Marketing, Social Media and Special Events Support

- Manage and post on EMSWCD's social media accounts including Facebook, Twitter, Instagram, and other platforms in collaboration with program staff.
- Assist in the implementation of promotional campaigns as requested.
- Maintain and operate web-based support for annual plant sale, including online orders as requested.
- Create and maintain event specific website content to be highly visible and track traffic and effectiveness.
- Track and analyze website and/or event outreach data to evaluate effectiveness of campaigns, including return on investment, and develop recommendations for future optimization

Publications, Print and Outreach Materials

- Participate in Communications-related activities, as appropriate, in a collaborative manner.
- Co-create/edit written content for various outreach needs as requested.
- Co-create/edit graphic designs for various needs as requested.
- Work collaboratively with EMSWCD Outreach staff to assist in maximizing print and outreach materials effectiveness, as requested.
- Serve as point of contact for printing and production, as requested.
- Work collaboratively with staff to help maintain EMSWCD Branding Guide.
- Send out all meeting notices to media outlets as required.

Other Responsibilities:

- Active participation in team and organization-wide staff meetings.
- Represent EMSWCD in a positive and professional manner to constituents, clients, public officials, community groups, and other business partners.
- Attend business related functions as requested by the Executive Director or Program Supervisor.
- Actively participate and contribute to equity-related efforts.

Supervisory Responsibilities: None**Required Knowledge, Skills & Abilities:**

- Software/hardware maintenance and repair skills, including troubleshooting, diagnosing and resolution of problems, issues or needs effectively.
- Ability to work on a wide variety of peripheral devices.
- Ability to work collaboratively with outside IT service, website, or other technical organizations.
- Ability to contribute to and guide technology decisions.
- Website management skills, including moderately advanced development/customization skills as needed (E.g. ability to work in PHP, JavaScript, etc.).
- Online content management system experience (preferably WordPress).
- Fluent in Adobe Creative Suite, MS Office, HTML.
- Excellent oral and written communication skills.
- Excellent organizational and multitasking ability.
- Experience in graphic design and/or GIS preferred.
- Knowledge of native plants preferred.
- Must be proficient in English (oral and written) for communicating with EMSWCD Board members, staff, contractors, and partners.
- Ability to ensure compliance with EMSWCD policy, state, federal and local requirements
- Excellent organizational, time management, and project management skills

- Ability to multi-task efficiently and switch priorities as needed.
- Ability to work calmly and effectively under deadline.
- Excellent written & verbal communication skills including plain language skills.
- Ability to appropriately use discretion in all work activities. Ability to ensure confidential information is managed appropriately.
- Ability to work independently, be proactive and self-directed.
- Proficient in standard office procedures, software, and communications technology. Ability to use Microsoft Office, Google-Suite, and standard communications platforms effectively and efficiently.
- Actively participate and contribute to equity-related efforts.
- Commitment to the principles of diversity, equity, and inclusion.
- Performance of assigned duties is completed in accordance with established procedures. Procedures that cover the assigned work include EMSWCD annual work plans, EMSWCD policies and procedures, Oregon Department of Agriculture Guidelines for SWCDs, and Oregon public meetings law.

Minimum Qualifications:

- At least 5-6 years of directly related work experience, sufficient to be productive with no or little supervision.
- Minimum 40 hours of information technology and/or technical training in network administration, software/hardware troubleshooting and repair, and website development and/or design. Qualifications may be cumulative in the variety of areas noted above. Analytics and social media training highly desired.
- Combination of equivalent lived experience and/or related professional work may be considered.

Working Conditions/Physical Requirements: The following work conditions/physical requirements are required of the person in this position, with or without reasonable accommodations.

This position will be required to travel, participate in conferences, give presentations internally and externally, and may work evenings and weekends to meet project deadlines, attend events, and complete position responsibilities.

Access to reliable transportation is required. Valid driver's license and driving record which meets EMSWCD insurance standards is required.

Work is usually performed in an indoor office environment with long periods at a desk.

Work in an outdoor environment may be required. The employee may be subject to inclement weather as part of conducting required activities.

Environment is oriented to client service and subject to constant work interruptions. Employees may work under the stress of continual client and/or inter-departmental contact and pressure to meet deadlines.

The employee must be able to move about the facility to communicate with staff members. Must occasionally lift and/or move up to 25 pounds.

The EMSWCD office is the primary work location for this position; and is a smoke-free and drug-free environment. Work is to be conducted primarily from the EMSWCD facilities, or specific work site locations identified by EMSWCD.

The individual who holds or desires the position must be able to perform all tasks and responsibilities in this job description unaided or with the assistance of a reasonable accommodation. Nothing in this job description restricts management's right to assign or reassign duties and responsibilities to this job at any time.



FSA Non-Competitive Urban Ag. Cooperative Agreements

Eligibility: Recipients will need to have an active SAM registration and no active exclusions. Eligibility for this opportunity includes, but is not limited to, the following entity types:

- a. *City or township governments*
- b. *County governments*
- c. *For profit organizations other than small businesses*
- d. *Independent school districts*
- e. *Native American tribal governments (Federally recognized)*
- f. *Native American tribal organizations (other than Federally recognized tribal governments)*
- g. *Nonprofits having a 501(c)(3) status with the IRS (other than institutions of higher education)*
- h. *Nonprofits that do not have a 501(c)(3) status with the IRS (other than institutions of higher education)*
- i. *Private institutions of higher education*
- j. *Public and State-controlled institutions of higher education*
- k. *Public housing authorities/Indian housing authorities*
- l. *Special district governments*
- m. *State governments*

Outreach – Workshops, online webinars, in person meetings and other community-level events. Develop outreach materials/publications to disseminate information about urban agriculture initiatives at USDA and promote USDA programs in the community. Example: Outreach to urban farmers on how to obtain a farm number from FSA.

Education – Help beginning and socially disadvantaged/underserved farmers in urban areas to grow their farming businesses, transitioning to organic farming, and training on programs, forms and electronic applications. Example: Facilitate training and business planning workshops focused on developing successful business plans.

Technical assistance – One-on-one assistance with farmers and ranchers. Example: Assisting producer with paperwork to apply to a FSA program or loan. Example: Developing a phone application for easily applying to an FSA program. Example; Assist a farmer in implementing conservation practices such as growing hedgerows and other practices that increase on-farm diversity and support climate-friendly farming practices.

Planning – Prepare and develop regional urban agriculture plans and engage with urban food councils. Example: Host listening sessions and canvass to gather information about the needs of local urban farmers.

Research – Compile data on the number of urban farms, profitability, scale, etc. to help FSA inform how it can better support Historically Underserved urban agricultural producers. Example: Conducting research and writing reports that make recommendations about program improvements based on research-based findings.

Additional activities may include the following: Facilitation of soil remediation, assisting with access to land and permitting issues, compiling information about local agricultural policies, regulations, and zoning. Recipients may also:

- Provide urban agricultural producers with micro-grants to implement conservation practices on their farm, improve soil quality, purchase on-farm infrastructure, etc.

The USDA-FSA is an equal opportunity provider, employer, and lender.



Equity Team Update

July 6, 2022
Board Meeting



Equity Team Members

FY 22-23	FY 21-22
Heather Nelson Kent, Coordinator	Monica McAllister, Coordinator
Alex Woolery	Matt Shipkey
Jon Wagner	Alex Woolery
Jeremy Baker	Jon Wagner
Tiffany Mancillas	

FY 22-23 Work Plan

- Promote equity literacy and model best practices
- Support staff and board DEI activities
- Manage Equity Team budget; oversee contracts
- Support hiring committees (as needed)
- Participate in review of Equity Focused Strategic Opportunity Grant proposals
- Complete first annual Equity Audit
- On/off-board Equity Team members



Equity Team Charter

Purpose

The EMSWCD Equity Team will:

- advocate for and promote access, inclusion, and equity within the organization
- encourage staff's equity literacy through educational programs and skill building opportunities
- conduct research to identify key issues and suggest appropriate changes to EMSWCD's operations and policies
- hold EMSWCD accountable to its equity promise.

The team acts as an advisory team to EMSWCD leadership and as a program team with a clear workplan.

Questions?





Rural Lands Deepish Dive



What we do in the rural area

- Technical and financial assistance
- Water quality monitoring
- Weed Control
- StreamCare

How did these program areas come about?



Clean Water Act

Water
quality
listings

TMDLs*

TMDLs = Total Maximum Daily Loads

Rural Water Quality Listings

Watershed	Listing	TMDL
Johnson Creek, Willamette	Fecal bacteria	78% decrease
	Legacy pesticides: DDT and Dieldrin	Decrease sediment 94% (from rural nonpoint sources)
	Temperature	Increase shade 40%
Beaver Creek, Sandy	Fecal bacteria	86% decrease
	Temperature	Increase shade 15%
Main stem Sandy River	Temperature	Increase shade 8%



ODA's Agricultural Water Quality Program

- Agriculture's response to the Clean Water Act
- Applies to agricultural activities, regardless of farm size or zoning
- Agricultural Plans and Rules developed by Local Advisory Committees

Local Advisory Committee (LAC)

Group formed for each Ag Water Quality Management Area

2 in EMSWCD – Lower Willamette and Sandy

Majority must be local farmers

Plan and Rules reviewed by ODA and approved by the Board of Agriculture

Rules become Oregon Administrative Rules

SWCDs role

- **LACs & biennial reviews**
- **AgWQ plan**
 - **Outreach**
 - **Technical Assistance**
 - **Cost Share**
 - **Monitoring**





Before the tax base...

- ODA and grants
- Grant funded cost share program ended
- Could not afford to monitor
- Staff cut to part time

Tax base led to change...

- CLIP = Cooperative Landowner Incentive Program
- Water quality monitoring
- Potential to add staff and expand work



Adding Services

- Natural resource concern identified
- Our role and niche
- Present idea to Board

Garlic Mustard



***...with each new silent invasion
the great tapestry of plants and
wildlife that make Oregon
unique unravels.***



**Troutdale, Oregon 2010
Old Man's Beard**



StreamCare



StreamCare

- Needed buffers and shade
- Long term funding essential
- Lessons learned from cost share
- Landowner feedback
- Learned from other programs like CREP



3:36 PM
06/22/22
Accrual Basis

EMSWCD
Balance Sheet Prev Year Comparison
As of May 31, 2022

	May 31, 22	May 31, 21	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
1000 · Beneficial checking	70,948.47	105,257.80	-34,309.33	-32.6%
1010 · LGIP savings acct #1	11,833,068.83	11,839,061.59	-5,992.76	-0.05%
Total Checking/Savings	11,904,017.30	11,944,319.39	-40,302.09	-0.34%
Accounts Receivable				
1200 · Accounts Receivable				
1205 · Property Taxes Receiveable	139,137.47	146,131.64	-6,994.17	-4.79%
1200 · Accounts Receivable - Other	21,846.81	18,357.35	3,489.46	19.01%
Total 1200 · Accounts Receivable	160,984.28	164,488.99	-3,504.71	-2.13%
Total Accounts Receivable	160,984.28	164,488.99	-3,504.71	-2.13%
Other Current Assets				
1300 · Prepaid Expense	3,685.40	1,608.74	2,076.66	129.09%
1499 · Undeposited Funds	50.00	0.00	50.00	100.0%
Total Other Current Assets	3,735.40	1,608.74	2,126.66	132.19%
Total Current Assets	12,068,736.98	12,110,417.12	-41,680.14	-0.34%
Fixed Assets				
1500 · Fixed Assets				
1501 · Fixed Assets Cost	334,329.61	325,358.64	8,970.97	2.76%
1502 · Accumulated Depreciation	-247,506.71	-215,195.44	-32,311.27	-15.02%
Total 1500 · Fixed Assets	86,822.90	110,163.20	-23,340.30	-21.19%
1600 · Building				
1601 · Building Cost	494,516.42	494,516.42	0.00	0.0%
1602 · Accum Depreciation Building	-224,973.19	-208,489.31	-16,483.88	-7.91%
1605 · Building/Capital Improvements	1,345,133.76	1,334,113.45	11,020.31	0.83%
1606 · Accum Depreciation Improvements	-288,405.26	-243,842.97	-44,562.29	-18.28%
Total 1600 · Building	1,326,271.73	1,376,297.59	-50,025.86	-3.64%
1700 · Land	5,741,336.47	4,891,365.99	849,970.48	17.38%
Total Fixed Assets	7,154,431.10	6,377,826.78	776,604.32	12.18%
TOTAL ASSETS	19,223,168.08	18,488,243.90	734,924.18	3.98%

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Accrual Basis

EMSWCD
Balance Sheet Prev Year Comparison
As of May 31, 2022

	May 31, 22	May 31, 21	\$ Change	% Change
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2000 · Accounts Payable	44,629.84	52,981.23	-8,351.39	-15.76%
Total Accounts Payable	44,629.84	52,981.23	-8,351.39	-15.76%
Credit Cards				
2050 · Beneficial Credit Cards				
2052 · VISA - JD - 0960	147.66	0.00	147.66	100.0%
2053 · VISA - KS - 0994	386.96	0.00	386.96	100.0%
2054 · Visa - RS - 2818	2,857.03	0.00	2,857.03	100.0%
2058 · Visa - SW - 1901	618.28	0.00	618.28	100.0%
2059 · Visa - AB - 2529	1,417.96	0.00	1,417.96	100.0%
2061 · Visa - NH - 4046	879.80	0.00	879.80	100.0%
2062 · Visa - SS - 8195	1,216.85	0.00	1,216.85	100.0%
Total 2050 · Beneficial Credit Cards	7,524.54	0.00	7,524.54	100.0%
Total Credit Cards	7,524.54	0.00	7,524.54	100.0%
Other Current Liabilities				
2105 · FSA Liabilities	606.74	463.61	143.13	30.87%
2400 · Security Deposits Returnable	2,700.00	2,700.00	0.00	0.0%
2100 · Payroll Liabilities	57,410.38	57,318.75	91.63	0.16%
2110 · Direct Deposit Liabilities	49.18	49.18	0.00	0.0%
2150 · Accrued Compensated Absence	147,592.79	137,219.04	10,373.75	7.56%
Total Other Current Liabilities	208,359.09	197,750.58	10,608.51	5.37%
Total Current Liabilities	260,513.47	250,731.81	9,781.66	3.9%
Total Liabilities	260,513.47	250,731.81	9,781.66	3.9%
Equity				
3900 · Retained Earnings-Unrestricted	10,592,285.20	9,219,213.77	1,373,071.43	14.89%
3950 · Board Designated Restrictions				
3951 · Land Conservation Fund	6,367,746.81	6,659,976.81	-292,230.00	-4.39%
3952 · Projects & Cost Share	811,100.32	735,596.32	75,504.00	10.26%
Total 3950 · Board Designated Restrictions	7,178,847.13	7,395,573.13	-216,726.00	-2.93%
Net Income	1,191,522.28	1,622,725.19	-431,202.91	-26.57%
Total Equity	18,962,654.61	18,237,512.09	725,142.52	3.98%
TOTAL LIABILITIES & EQUITY	19,223,168.08	18,488,243.90	734,924.18	3.98%

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Accrual Basis

EMSWCD
Profit & Loss Budget Performance
July 2021 through May 2022

	Jul '21 - May 22	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Income					
4000 · Income					
4100 · EMSWCD prop'ty tax	5,351,100.38	5,167,567.00	183,533.38	103.55%	5,292,567.00
4400 · Event Income					
4420 · Native Plant Sale	300.00	50,000.00	-49,700.00	0.6%	50,000.00
Total 4400 · Event Income	300.00	50,000.00	-49,700.00	0.6%	50,000.00
4500 · Interest	57,511.82	108,182.00	-50,670.18	53.16%	118,000.00
4600 · Grants					
4610 · Federal	0.00	15,000.00	-15,000.00	0.0%	15,000.00
4620 · State	72,522.89	72,522.88	0.01	100.0%	87,906.50
4660 · Other	0.00	25,000.00	-25,000.00	0.0%	25,000.00
Total 4600 · Grants	72,522.89	112,522.88	-39,999.99	64.45%	127,906.50
4700 · Sale of Real Property	1.00				
4800 · Rental Income	73,922.44	43,125.00	30,797.44	171.41%	44,010.00
4900 · Misc Income					
4910 · Refunds/Rebates/Reimbsmnt	10,292.09	0.00	10,292.09	100.0%	0.00
4900 · Misc Income - Other	0.00	9,950.00	-9,950.00	0.0%	9,950.00
Total 4900 · Misc Income	10,292.09	9,950.00	342.09	103.44%	9,950.00
Total 4000 · Income	5,565,650.62	5,491,346.88	74,303.74	101.35%	5,642,433.50
Total Income	5,565,650.62	5,491,346.88	74,303.74	101.35%	5,642,433.50
Gross Profit	5,565,650.62	5,491,346.88	74,303.74	101.35%	5,642,433.50
Expense					
5000 · Payroll Expenses					
5100 · Salaries & Wages	1,658,445.79	1,785,876.58	-127,430.79	92.87%	1,950,883.00
5200 · Payroll Taxes	162,876.11	155,697.82	7,178.29	104.61%	170,106.00
5300 · Wkrs Comp Insurance	15,135.07	22,407.00	-7,271.93	67.55%	22,407.00
5400 · Emp Benefits	385,984.58	464,456.50	-78,471.92	83.11%	506,891.00
Total 5000 · Payroll Expenses	2,222,441.55	2,428,437.90	-205,996.35	91.52%	2,650,287.00
6000 · Professional Services					
6005 · Contracted Bkpr/Acctant	22,026.35	22,000.00	26.35	100.12%	24,000.00
6010 · Contracted Audit Services	5,650.00	6,000.00	-350.00	94.17%	6,000.00
6020 · Contracted Attorney	27,115.00	167,834.00	-140,719.00	16.16%	182,000.00
6050 · Contracted Services	539,189.62	1,166,486.34	-627,296.72	46.22%	1,272,976.00
6065 · Contracted IT Support	18,860.00	22,000.00	-3,140.00	85.73%	24,000.00
Total 6000 · Professional Services	612,840.97	1,384,320.34	-771,479.37	44.27%	1,508,976.00
6100 · Admin					
6110 · Audit Filing Fee	250.00	250.00	0.00	100.0%	250.00
6120 · Bank Charges	823.83	2,417.00	-1,593.17	34.09%	2,475.00
6130 · Bulk Mail Permit Renewal	265.00	275.00	-10.00	96.36%	275.00
6135 · Legal Notice	2,540.10	2,750.00	-209.90	92.37%	3,000.00
6140 · Payroll Svcs	466.50	596.00	-129.50	78.27%	650.00
6150 · Licenses & Fees	5,659.70	6,946.84	-1,287.14	81.47%	7,496.00
6160 · Taxes	8,609.92	8,050.00	559.92	106.96%	8,050.00
Total 6100 · Admin	18,615.05	21,284.84	-2,669.79	87.46%	22,196.00
7100 · Occupancy					
7110 · Utilities	17,598.59	20,695.00	-3,096.41	85.04%	22,566.00
7120 · Telecommunications	21,954.93	24,585.07	-2,630.14	89.3%	26,820.00
7130 · Repairs/Maintenance	21,123.80	41,033.66	-19,909.86	51.48%	44,350.00
Total 7100 · Occupancy	60,677.32	86,313.73	-25,636.41	70.3%	93,736.00
7500 · Insurance					

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Accrual Basis

EMSWCD
Profit & Loss Budget Performance
July 2021 through May 2022

	Jul '21 - May 22	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
7505 · General Liability Insurance	10,784.00	12,000.00	-1,216.00	89.87%	12,000.00
7510 · Property Insurance	6,628.00	5,000.00	1,628.00	132.56%	5,000.00
7515 · D & O Anti Crime	283.00	500.00	-217.00	56.6%	500.00
7540 · Vehicle insurance	2,349.00	2,500.00	-151.00	93.96%	2,500.00
Total 7500 · Insurance	20,044.00	20,000.00	44.00	100.22%	20,000.00
8100 · Office Expenses					
8110 · Office Supplies	2,855.03	6,918.51	-4,063.48	41.27%	7,450.00
8115 · Postage, Delivery	253.83	8,062.83	-7,809.00	3.15%	8,600.00
8120 · Printing, Copying	4,007.56	18,717.00	-14,709.44	21.41%	20,100.00
8130 · Furnishings & Equipment	12,054.80	17,876.00	-5,821.20	67.44%	19,190.00
Total 8100 · Office Expenses	19,171.22	51,574.34	-32,403.12	37.17%	55,340.00
8200 · Production					
8210 · Advertising	7,953.80	8,034.00	-80.20	99.0%	8,700.00
8230 · Signage, Banners, Displays	553.59	4,509.66	-3,956.07	12.28%	4,800.00
8250 · Public Relations Promo	604.21	17,143.00	-16,538.79	3.53%	18,700.00
Total 8200 · Production	9,111.60	29,686.66	-20,575.06	30.69%	32,200.00
8500 · Programs & Projects					
8505 · Dues	19,539.92	12,884.20	6,655.72	151.66%	13,925.00
8506 · Subscriptions	35,536.73	36,739.50	-1,202.77	96.73%	38,898.00
8510 · Contracts w/ Partners/Lndownr	136,491.09	114,584.00	21,907.09	119.12%	125,000.00
8520 · Grants to Others	1,093,434.09	1,305,583.00	-212,148.91	83.75%	1,422,000.00
8530 · Program Supplies	50,546.18	69,101.00	-18,554.82	73.15%	71,940.00
8540 · Plants & Materials	15,418.25	75,000.66	-59,582.41	20.56%	80,000.00
8560 · Space Rental	550.45	4,516.66	-3,966.21	12.19%	5,002.00
8570 · Equip Rental	115.00	11,877.00	-11,762.00	0.97%	12,260.00
8580 · Vehicles Rent/Lease	7,583.78	7,335.00	248.78	103.39%	8,000.00
Total 8500 · Programs & Projects	1,359,215.49	1,637,621.02	-278,405.53	83.0%	1,777,025.00
8600 · Training					
8610 · Training/Development Staff	10,946.92	17,371.41	-6,424.49	63.02%	19,550.00
8620 · Training/Development Board	0.00	6,417.00	-6,417.00	0.0%	7,000.00
Total 8600 · Training	10,946.92	23,788.41	-12,841.49	46.02%	26,550.00
8700 · Travel					
8730 · Out of Town Travel- Staff	0.00	8,840.34	-8,840.34	0.0%	9,330.00
8740 · Out of Town Travel - Board	0.00	2,000.00	-2,000.00	0.0%	2,000.00
8750 · Local Mlg, Pkg, Bus - Staff	4,442.33	8,825.34	-4,383.01	50.34%	9,800.00
8760 · Local Mlg, Pkg, Bus - Board	0.00	460.00	-460.00	0.0%	500.00
Total 8700 · Travel	4,442.33	20,125.68	-15,683.35	22.07%	21,630.00
8800 · Volunteers					
8810 · Volunteer Recog	19,298.39	16,787.66	2,510.73	114.96%	17,940.00
8820 · Vol Refreshments	269.57	13,931.50	-13,661.93	1.94%	15,170.00
Total 8800 · Volunteers	19,567.96	30,719.16	-11,151.20	63.7%	33,110.00
9000 · Capital Outlay					
9010 · Office/Field Equipment	0.00	30,000.00	-30,000.00	0.0%	30,000.00
9030 · Improvements On Real Propert	17,053.93	104,400.00	-87,346.07	16.34%	104,400.00
9040 · Purchase of Real Property	0.00	6,839,977.00	-6,839,977.00	0.0%	6,839,977.00
Total 9000 · Capital Outlay	17,053.93	6,974,377.00	-6,957,323.07	0.25%	6,974,377.00
Total Expense	4,374,128.34	12,708,249.08	-8,334,120.74	34.42%	13,215,427.00
Net Ordinary Income	1,191,522.28	-7,216,902.20	8,408,424.48	-16.51%	-7,572,993.50
Net Income	1,191,522.28	-7,216,902.20	8,408,424.48	-16.51%	-7,572,993.50

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Accrual Basis

EMSWCD
Profit & Loss by Class
July 2021 through May 2022

	General Fund					Special Funds		TOTAL
	Finance & Operations	Rural Lands	Urban Lands	Conservation Legacy	HIP	Grants Fund	Land Conservation Fund	
Ordinary Income/Expense								
Income								
4000 · Income	5,402,161.11	46,150.89	654.00	32,902.00	41,930.34	5,580.31	36,271.97	5,565,650.62
Total Income	5,402,161.11	46,150.89	654.00	32,902.00	41,930.34	5,580.31	36,271.97	5,565,650.62
Gross Profit	5,402,161.11	46,150.89	654.00	32,902.00	41,930.34	5,580.31	36,271.97	5,565,650.62
Expense								
5000 · Payroll Expenses	522,232.91	677,300.00	450,482.56	347,837.97	224,588.11	0.00	0.00	2,222,441.55
6000 · Professional Services	248,947.46	190,238.66	88,156.50	58,345.88	27,152.47	0.00	0.00	612,840.97
6100 · Admin	9,186.20	140.00	32.87	7,988.81	1,267.17	0.00	0.00	18,615.05
7100 · Occupancy	26,341.66	3,138.63	1,901.08	2,447.86	26,848.09	0.00	0.00	60,677.32
7500 · Insurance	20,044.00	0.00	0.00	0.00	0.00	0.00	0.00	20,044.00
8100 · Office Expenses	10,427.14	4,488.79	722.33	2,888.16	644.80	0.00	0.00	19,171.22
8200 · Production	6,586.01	498.87	1,500.72	526.00	0.00	0.00	0.00	9,111.60
8500 · Programs & Projects	26,969.80	26,641.87	12,138.55	16,120.80	47,419.29	1,029,925.18	200,000.00	1,359,215.49
8600 · Training	8,690.42	947.50	209.00	790.00	310.00	0.00	0.00	10,946.92
8700 · Travel	452.41	3,025.18	94.08	403.11	467.55	0.00	0.00	4,442.33
8800 · Volunteers	6,227.95	500.00	100.00	5,728.86	7,011.15	0.00	0.00	19,567.96
9000 · Capital Outlay	0.00	0.00	0.00	0.00	17,053.93	0.00	0.00	17,053.93
Total Expense	886,105.96	906,919.50	555,337.69	443,077.45	352,762.56	1,029,925.18	200,000.00	4,374,128.34
Net Ordinary Income	4,516,055.15	-860,768.61	-554,683.69	-410,175.45	-310,832.22	-1,024,344.87	-163,728.03	1,191,522.28
Net Income	4,516,055.15	-860,768.61	-554,683.69	-410,175.45	-310,832.22	-1,024,344.87	-163,728.03	1,191,522.28
Annual Appropriation by Program	\$1,377,686	\$1,269,275	\$932,920	\$635,338	\$463,232	\$1,522,000	\$6,989,977	
Percent of Fiscal Year Passed	92%	92%	92%	92%	92%	92%	92%	
Percentage of Appropriation Spent	64%	71%	60%	70%	76%	68%	3%	
Year-To-Date Appropriation by Program (as of 5/31/22)	\$1,271,155	\$1,161,591	\$858,201	\$588,021	\$431,638			
Appropriation Spent (as of 5/31/22)	70%	78%	65%	75%	82%			