

# Contract Review Sheet

Grant Agreement

**PW-7051-26**Title: OWEB - Riparian Restoration Grant AgreementContractor's Name: Oregon Watershed Enhancement BoardDepartment: Public Works DepartmentContact: Alicia JonesAnalyst: Kathleen GeorgePhone #: -4388Term - Date From: ExecutionExpires: March 31, 2029Original Contract Amount: \$ 142,888.00Previous Amendments Amount: \$ -Current Amendment: \$ -New Contract Total: \$ 142,888.00 Amd% 0%**Incoming Funds** Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%Source Selection Method: 50-0010 General Exemptions (IGAs Grants QRFs)

## Description of Services or Grant Award

Advancing Riparian Restoration through Strategic Shade Assessment in Marion County. Project will assess riparian shade conditions and develop a restoration strategy for priority stream reaches across Marion County.

Grant Agreement: 226-3023-24616

Desired BOC Session Date: 4/1/2026Contract should be in DocuSign by: 3/11/2026Agenda Planning Date: 3/19/2026Printed packets due in Finance: 3/17/2026Management Update: 3/10/2026BOC upload / Board Session email: 3/18/2026BOC Session Presenter(s) Stephanie PulversCode: Y**REQUIRED APPROVALS**

  
Finance - Contracts 03/16/2026  
Date

  
Alicia Jones (Mar 17, 2026 08:45:14 PDT)  
Contract Specialist 03/17/2026  
Date

  
Legal Counsel 03/16/2026  
Date

  
Jan Fritz (Mar 16, 2026 15:52:15 PDT)  
Chief Administrative Officer 03/16/2026  
Date



MARION COUNTY BOARD OF COMMISSIONERS

# Board Session Agenda Review Form

Meeting date: 4/1/2026

Department: Public Works

Title: Approval of OWEB Technical Assistance Grant Agreement

Management Update/Work Session Date: 3/10/2026 Audio/Visual aids

Time Required: 5 minutes Contact: Stephanie Pulvers Phone: 503-365-3187

**Requested Action:**  
Approve Agreement PW-7051-26 with the Oregon Watershed Enhancement Board (OWEB) in the amount of \$231,088, consisting of \$142,888 in Technical Assistance (TA) grant funds and \$88,200 in local match, to complete a Streamside Evaluation, a countywide assessment of riparian shade conditions to identify areas for voluntary streamside restoration in compliance with the Willamette Basin Total Maximum Daily Load (TMDL) Implementation Plan.

**Issue, Description & Background:**  
In July of 2025, Environmental Services applied for an OWEB Technical Assistance grant for funding to pursue a strategic, countywide assessment of riparian shade conditions to prioritize areas for voluntary restoration. Marion County is responsible, along with other entities, to address stream temperature impairments under the Willamette Basin Total Maximum Daily Load (TMDL) Implementation Plan. Many local streams currently lack sufficient riparian vegetation to provide adequate shade, resulting in elevated water temperatures that harm aquatic species and degrade habitat and water quality. The goal of this project is to meet regulatory requirements set forth in the Temperature TMDL and improve stream health.

**Financial Impacts:**  
The \$88,200 local match obligation will be satisfied through the use of staff time as in-kind match.

**Impacts to Department & External Agencies:**  
N/A

**List of attachments:**  
Grant agreement PW-7051-26

**Presenter:**  
Stephanie Pulvers, Ryan Wade

**Department Head Signature:**  
Brian Nicholas Digitally signed by Brian Nicholas  
Date: 2026.03.02 16:26:43 -08'00'

**OREGON WATERSHED ENHANCEMENT BOARD**  
**STATE FUNDS GRANT AGREEMENT**  
for  
TECHNICAL ASSISTANCE

**Grantee:** Marion County Public Works                      **Grant Number:** 226-3023-24616  
**Grant Name:** Advancing Riparian Restoration through Strategic Shade Assessment in Marion County  
**Award Amount:** \$142,888.00                                      **Project Completion Date:** 3/31/2029  
**Award Date:** 1/28/2026  
  
**Progress Reports Due:** 12/31/2026

**Grantee**

**Organization:** Marion County Public Works  
**Address:** 5155 Silverton Rd NE  
**City, State, Zip:** Salem, OR 97305  
**Phone:** 503.365-3187  
**Email:** spulvers@co.marion.or.us  
**Contact:** Stephanie Pulvers

**Project Manager for the Grantee**

**Name:** Ryan Wade  
**Organization:** Marion County Public Works  
**Address:** 5155 Silverton Rd NE  
**City, State, Zip:** Salem, OR 97305  
**Phone:** 971-719-1065  
**Email:** rwade@co.marion.or.us

**Payee**

**Name:** Jeana Anderson  
**Organization:** Marion County Public Works  
**Address:** 5155 Silverton Rd NE  
**City, State, Zip:** Salem, OR 97305  
**Phone:** (503) 588-7944  
**Email:** janderson@co.marion.or.us

**Project Manager for the Board**

**Name:** Liz Redon  
**Organization:** Oregon Watershed Enhancement Board  
775 Summer Street NE, Suite 360  
Salem, OR 97301  
**Phone:** (971) 345-7020  
**Email:** liz.redon@oweb.oregon.gov

**Fund Source:**

This grant is funded by Oregon Lottery funds or another state fund source and must comply with the requirements defined in Article XV, section 4b(2) of the Oregon Constitution.

**This Grant Agreement is between the Oregon Watershed Enhancement Board, hereafter called "Board," and the Grantee as identified above, in consideration of the mutual covenants contained herein. This Agreement consists of the following, in descending order of precedence: Exhibit B (Conditions of Agreement), this Agreement less all exhibits attached, Exhibits G (Grant Application selected for funding by the Board), A (Schedule for Release of Funds), C (Project Completion Report Requirements), D (Required Evidence of Permits, Licenses, and Other Agreements), E (Insurance Requirements), and F (Oregon Prevailing Wage Rate Law).**

**A. Authorization**

This grant is authorized by ORS 541.890 to 541.958, as amended by Oregon Laws 2011, chapter 643, and is subject to Oregon Administrative Rules 695-001-0000 to 695-050-0050, as such rules may periodically be amended by the Board.

**B. Grant Award**

The Grantee agrees to perform the Project described in the grant application (Exhibit G) and as specified in this Agreement. The Board will disburse Grant Funds in accordance with Exhibit A (Schedule for Release of Funds).

The Grantee agrees that funds provided by the Board will be used only for the Project.

“Payee” designated on page one (1) of this Agreement means the person or entity designated by Grantee to administer grant payments under this Agreement.

**C. Term of Agreement**

Unless otherwise specified in Exhibit B, upon signature by all parties, this Agreement is effective on the date that it is fully executed and approved as required by law, and the project period begins on the Award Date and expires on the Project Completion Date specified on page one (1) of this Agreement.

**D. Funding Conditions**

The Board’s obligation to disburse funds to the Grantee under this Agreement is subject to the Board having received, on the date of each disbursement, sufficient funding, appropriations, limitations, allotments, or other expenditure authority to allow the Board, in the exercise of its reasonable administrative discretion, to make each disbursement. Nothing in this Agreement entitles the Grantee to receive payment under this Agreement from any part of Oregon state government other than the Board, and nothing in this Agreement is to be construed as permitting any violation of Article IX, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

As a condition for the disbursement of any Board funds, the Grantee agrees to do the following:

**1. Obtain Necessary Permits and Licenses**

Submit to the Board’s Project Manager, before release of any Board funds for the Project components requiring permits or licenses, or for activities dependent on portions of the Project for which a permit or license has yet to be issued, copies of all permits and licenses from local, state or federal agencies or governing bodies that have been obtained, or written evidence acceptable to the Board that permits and licenses are not needed (see Exhibit D) as required by ORS 541.932(10).

This statute gives OWEB discretion in releasing funds for portions of projects that do not require a permit or license. In considering whether to release funds for portions of on-the-ground restoration activities that do not require permits, licenses, or cultural resources review, OWEB will consider whether the activities provide ecological benefit consistent with the project objectives, and are not dependent on the portion of the project for which a permit, license, or cultural resources survey has yet to be issued. OWEB also has the discretion to condition its release of funds based on specific circumstances of a project. Grantee should review Exhibit B Conditions of Agreement for any related conditions with respect to permitting, licensing, cultural resources, and fund release.

**2. Obtain Signed Landowner Agreements**

(a) The Board will not release any payments under this Agreement until Grantee has submitted to the Board’s Project Manager copies of signed Cooperative/Landowner Agreements for each Project site. Such Cooperative/Landowner Agreements shall at a minimum contain the agreements and certification outlined in Exhibit D.

- (b) For any portion of the Project occurring on public lands, Grantee must submit documentation to the Board's Project Manager from the appropriate agency indicating concurrence prior to beginning work.
- (c) OWEB has discretion in releasing funds for portions of projects that do not require Cooperative/Landowner Agreements. OWEB also has the discretion to condition its release of funds based on specific circumstances of a project. Grantee should review Exhibit B Conditions of Agreement for any related conditions with respect to Cooperative/Landowner Agreements and fund release.

### **3. Comply With Implementation Conditions**

- (a) Submit to the Board's Project Manager, before release of any Board funds, documentation that non-Board match of at least 5% of the total amount of funding from the Board has been secured as required by OAR 695-005-0060(2), unless otherwise specified in Exhibit B, Conditions of Agreement.
- (b) Provide written notice to the Board's Project Manager of any Grantee address changes, Grantee Project Manager changes or Payee changes.

### **4. Document and Report Project Completion; Board Approval**

- (a) Submit to the Board's Project Manager all receipts, expenditure tracking sheets, and other accounting records through the Project Completion Date, to document expenditure of grant fund installments, and to account for all other funding, in-kind contributions and donations in the Project Completion Report.
- (b) Submit to the Board's Project Manager within 60 days after the Project Completion Date, a Project Completion Report and the final Payment Request that complies with Exhibit C, and includes any special reporting required in Exhibit B. Reports received after 60 days will be marked as "outstanding" until approved by the Board's designee. New grant agreements will not be released if Grantee has any outstanding reports.
- (c) Upon receipt of a Project Completion Report and the final Payment Request, the Board's designee has 90 days to either approve the report and release final funds, or notify Grantee of any concerns or missing information that must be submitted before the report is considered complete. If there are any unresolved issues 90 days after receipt of the Project Completion Report and the final Payment Request, then the grant will be marked "outstanding." New grant agreements will not be released if Grantee has any outstanding reports.

## **E. Records Maintenance and Access**

- 1. Access to Records and Facilities.** The Board, the Secretary of State's Office of the State of Oregon and their duly authorized representatives will have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the grant moneys provided hereunder, or the Project for the purpose of making audits and examinations. In addition, the Board, the Secretary of State's Office of the State of Oregon and their duly authorized representatives may make and retain excerpts, copies and transcriptions of the foregoing books, documents, papers and records. Grantee will permit authorized representatives of the Board, the Secretary of State's Office of the State of Oregon and their duly authorized representatives to perform site reviews of all services delivered as part of the Project.
- 2. Retention of Records.** Grantee will retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the grant moneys or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination or expiration of this Agreement. If there are unresolved audit questions or litigation at the end of the six-year period, Grantee will retain the records until the questions or litigation is resolved.

3. **Expenditure Records.** Grantee will document the expenditure of all grant moneys disbursed by the Board under this Agreement. Grantee will create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit the Board to verify how the grant moneys were expended, including without limitation accounting for all other funds expended, as well as in-kind services and donated materials.

**F. Amendments; Changes in Project Approved by Board**

1. Except as provided in Section F(3), any modifications of this Agreement must be mutually agreed to in writing by all parties.
2. All amendments, such as award amendments, time extensions and reinstatements may proceed regardless of reporting obligation status.
3. Grantee agrees to complete the Project as approved by the Board unless proposed modifications to the Project are submitted in writing to, and approved in writing by, the Board's Project Manager or, if required by this Agreement, the Board's Program Manager, prior to the beginning of any work proposed in the modification. Modifications to the budget categories shown in Exhibit A may be approved for change upon signature of the Board's Project Manager.

**G. Assignment**

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

**H. Public Domain Information**

Projects funded by this grant may be used in the collection of monitoring information on private lands about the effects of the Project on aquatic or terrestrial conditions. Grantee acknowledges that all monitoring information obtained from private lands may become public information subject to the requirements of ORS 192.311 to 192.478.

**I. Termination of Grant Agreement**

1. This Agreement may be terminated:
  - (a) At any time by mutual written consent of all parties;
  - (b) Upon written notice by the Board to Grantee for Grantee's failure to perform any provision of this Agreement;
  - (c) Upon 30 days written notice by the Board to Grantee for any other reason specified in writing; or
  - (d) At any time, upon written notice by the Board, if the Board lacks sufficient funding, appropriations, limitations, allotments, or other expenditure authority to allow the Board, in the exercise of its reasonable administrative discretion, to disburse the grant funds.
2. Within 30 days of termination, Grantee will return to the Board any unspent funds provided by the Board under this Agreement in accordance with Section N, Recovery of Grant Funds. The Board will reimburse the Grantee for authorized services performed and expenses incurred before the termination under this Agreement.

**J. Compliance With Applicable Law**

Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement or the Project: (a) all applicable requirements of state civil rights and

rehabilitation statutes, rules and regulations, (b) Titles VI and VII of the Civil Rights Act of 1964, as amended, (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (d) the Americans with Disabilities Act of 1990, as amended, (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) all regulations and administrative rules established pursuant to the foregoing laws, and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement or the Project and required by law to be so incorporated. Grantee shall not discriminate against any individual, who receives or applies for services as part of the Project, on the basis of actual or perceived age, race, creed, religion, color, national origin, gender, disability, marital status, sexual orientation, age or citizenship. All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under state law.

**K. Grantee Authority**

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

**L. Indemnity**

Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 - 30.300), Grantee will defend (subject to any limitation imposed by ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon and the Board and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Grantee or its officers, employees, contractors, or agents under this Agreement or in the implementation of the Project.

**M. Designation of Forum**

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

**N. Recovery of Grant Funds**

Any funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement or that remain unexpended on the earlier of termination of this Agreement or the Project Completion Date must be returned to the Board not later than 15 days after the Board's written demand.

**O. Counterparts**

This Agreement may be executed in several counterparts, including by facsimile or by signature on a portable document format (pdf) delivered by email, all of which when taken together shall constitute one

agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**P. Insurance**

1. In addition to any insurance specified in Exhibit E, Grantee shall carry the insurance types and amounts described below and will continue this coverage through Project completion. In addition, the Grantee shall require that all contractors or consultants hired for construction, restoration, technical design, assessment or monitoring contracts carry the minimum insurance types and amounts described below. The minimum insurance requirements do not apply to contractors not engaged in these types of activities, such as facilitation, data analysis, web design. Contractor insurance requirements do not apply to landowners with whom the Grantee is contracting to perform work on the landowner's property.

<b>Insurance Type</b>	<b>Minimum Amount</b>
General liability	\$1,000,000 per occurrence, \$2,000,000 annual aggregate
Auto liability	\$1,000,000 combined single limit

2. If requested by the Board, Grantee shall provide to the Board Certificate(s) of Insurance for all required insurance. As proof of insurance the Board has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.
3. Grantee or the insurer must provide at least 30 days' written notice to the Board before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**THIS AGREEMENT, INCLUDING ALL MATERIALS INCORPORATED BY REFERENCE, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THIS SUBJECT. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HERE REGARDING THIS AGREEMENT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE FAILURE OF THE BOARD TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE BOARD OF THAT OR ANY OTHER PROVISION. GRANTEE, BY EXECUTING THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**CERTIFICATION**

**GRANTEE CERTIFIES THAT GRANTEE WILL NOT BEGIN WORK ON PROJECTS INVOLVING PRIVATE LANDS UNTIL GRANTEE HAS SECURED AND SUBMITTED TO OWEB COOPERATIVE LANDOWNER AGREEMENTS (EXHIBIT F) WITH ALL PARTICIPATING PRIVATE LANDOWNERS.**

**AGREED:**

**FOR THE GRANTEE:**

SEE ATTACHED MARION COUNTY SIGNATURE PAGE

Grantee Signature

\_\_\_\_\_ Print  
Name

\_\_\_\_\_ Date

**FOR THE BOARD:**

\_\_\_\_\_  
OWEB Program Manager

\_\_\_\_\_  
Date

**SIGNATURE PAGE FOR  
OWEB - RIPARIAN RESTORATION - PW-7051-26  
between  
MARION COUNTY and OREGON WATERSHED ENHANCEMENT BOARD**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

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Chair	Date
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Commissioner	Date
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Commissioner	Date
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Authorized Signature:	<u><i>Brian Nicholas</i></u> <small>Brian Nicholas (Mar 16, 2026 13:07:32 PDT)</small>	<u>03/16/2026</u>
	Department Director or designee	Date

Authorized Signature:	<u><i>Jan Fritz</i></u> <small>Jan Fritz (Mar 16, 2026 15:52:15 PDT)</small>	<u>03/16/2026</u>
	Chief Administrative Officer	Date

Reviewed by Signature:	<u><i>Andrew Wittendorf</i></u>	<u>03/16/2026</u>
	Marion County Legal Counsel	Date

Reviewed by Signature:	<u><i>Chalyce MacDonald</i></u>	<u>03/16/2026</u>
	Marion County Contracts & Procurement	Date

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

All fund requests shall comply with the Board's Billing Instructions and Budget Categories Definitions and Policies, (see OWEB's website <https://www.oregon.gov/OWEB/> "manage your grant" and choose "payments & budgets") and be submitted using the most current Payment Request form signed by the Grantee, Payee, or other agent authorized by Grantee. Disbursement of funds is subject to the Board having sufficient funding on the date of each disbursement. The Board will not reimburse the Grantee for any expenditure incurred prior to the award date of the grant agreement except for fees charged by an affected city or county for processing the required Land Use Information Sheet. Payment requests will be processed after approval by the Board's Project and Fiscal Managers or delegates.

Funds are released upon Board approval of receipts or invoices for amounts \$250 or more (excluding indirect cost grant administration) for purchases or work accomplished along with an expense tracking spreadsheet for all Board expenses.

The Board may agree to release funds in advance on the basis of the Board's approval of a detailed estimate of expenses. Copies of receipts, invoices or supporting documentation, for amounts \$250 or more (excluding indirect cost grant administration) must be submitted to document Board funds previously advanced for this grant within 120 days of the date of the advance payment. Also, an expense tracking spreadsheet for all Board expenses shall be submitted. Grantee's failure to clear the advance by providing satisfactory documentation within 120 days may delay new grants and other grant payment requests and amendments.

The grant budget consists of the elements listed below.

Budget Category	Amount
<b>OWEB Funds</b>	
Contracted Services	\$130,134.00
<b>Categories Subtotal</b>	\$130,134.00
Indirect Costs	\$12,754.00
<b>Grant Total</b>	\$142,888.00

Up to the final 10% of the grant ( \$14,289.00 ) will not be released for payment until the Board's approval of the Project Completion Report including all grant expense documentation. OAR 695-005-0060(8).

If Federally Negotiated Indirect Cost Rate (FNICR) is selected as the indirect cost method, then an approved plan as of grant application due date or later must be on file at OWEB before funds for indirect costs will be released.

Submittal and Board approval of a Project Completion Report and final Payment Request will authorize the Board to retain any remaining unspent funds.

**EXHIBIT B**  
**CONDITIONS OF AGREEMENT**

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**1. Reporting: Progress Report**

Grantee will submit to the Board's Project Manager progress report(s) that may be a brief paragraph, sent by email, using the heading "Progress Report" with the project number. The progress report should describe Project implementation status towards achieving the scope of work described in the Grant Application, detailing actions completed to date and providing an anticipated timeline for remaining Project components. See page one for reporting schedules.

**EXHIBIT C**  
**PROJECT COMPLETION REPORT REQUIREMENTS**

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Oregon Administrative Rule 695-010-0100(1) states that “Grantee must submit a report at completion of the project describing the work done and placing it in its larger watershed context.” Therefore, **Grantee must submit a Project Completion Report within 60 days following project completion** that includes, but is not limited to, (1) through (5) below.

The Project Completion Report must be submitted electronically on OWEB’s Grant Management System (OGMS). Electronic submission requires an OGMS User Identification and password. To request a User Identification and password, call (503) 986-0183.

1. **A final Project summary** that in 200 words or less, describes **what the Project accomplished and what problem(s) it addressed**. The information you provide will be used for accountability and reporting purposes, and displayed for the general public. Please make a clear and concise statement; avoid jargon and acronyms.  
For guidance see: <https://www.oregon.gov/OWEB/> “manage your grant” and choose “reporting requirements”.
2. **A brief, narrative description of the Project including:**
  - (a) Background on the problem that generated the Project;
  - (b) A description of the work done, placing it in its larger watershed context;
  - (c) A description and explanation of any changes to the original proposal;
  - (d) A summary of any outreach activities related to the Project, including identification of any tours or presentations and copies of newspaper or other media coverage about the Project;
  - (e) Lessons learned, if any, from the Project; and
  - (f) Recommendations, if any, for more effective implementation of similar projects.
  - (g) **For Monitoring grants**, attach a technical report that describes the monitoring questions and/or monitoring objectives proposed in the grant application; monitoring protocols used; a description of the sampling design; a map of all monitoring sites; all analyses completed; results of the monitoring, including tables, graphs and photos that visualize results; a description of where the data are stored for future access and/or use; discussion of the results, including a thorough explanation stating if and how monitoring questions/objectives were addressed; and an explanation of how the results will be used to inform future actions.
    - i. If effectiveness monitoring of a project was completed, provide an interpretation of the monitoring results that describes the effects of restoration actions being evaluated.
    - ii. As applicable, submit all water quality and macroinvertebrate data to the Oregon Department of Environmental Quality’s Laboratory and Environmental Assessment Section in an approved format for inclusion in the state’s public database. The Project Completion Report shall include confirmation that your data were successfully transmitted to DEQ. Contact DEQ staff for information and instructions for submitting your data at: <https://www.oregon.gov/deq/wq/Pages/WQ-Monitoring-Resources.aspx>.
    - iii. Submit all habitat, fish and wildlife species survey data contained in the technical report(s) to the ODFW Data Clearinghouse at <https://nrimp.dfw.state.or.us/DataClearinghouse/>. The Project Completion Report shall include the URL as confirmation that your technical report(s) was successfully uploaded to the ODFW Data Clearinghouse website.
3. **See Exhibit B for any additional reporting requirements for the Project Completion Report.**
4. **Attachments:**
  - (a) For CREP Technical Assistance grants, attach the Quarter 8 Progress Report, and a list of landowners provided with technical assistance under the project who did not enroll in the CREP Program, with discussion of the reasons that the landowners declined to participate.
  - (b) For Engagement grants, attach copies of any outreach or informational materials developed as part of this Project.
5. **Final Report Metrics Form:**  
Complete the Final Report Metrics form as provided for Technical Assistance, Monitoring and Engagement grants on the OWEB website at <https://www.oregon.gov/OWEB/> “manage your grant” and

choose "Final Report Metrics Reporting." The information you provide in the Final Report Metrics is used by OWEB for federal and state reporting purposes.

6. An accounting of the expenditures of Board moneys and all other funding in the Project, including a final accounting of all in-kind contributions, donations and the required non-Board match funds, using the online Match Form in OGMS.

**EXHIBIT D**

**REQUIRED EVIDENCE OF PERMITS, LICENSES AND OTHER AGREEMENTS**

ORS 541.932(10) states that “the Board may not disburse funds to the applicant for any part of the project that requires the applicant to obtain a permit or license from a local, state or federal agency or governing body until the applicant presents evidence that the agency has granted the permit or license.” OWEB also has the discretion to condition its release of funds based on specific circumstances of a project. Grantee should review Exhibit B Conditions of Agreement for any related conditions with respect to permitting, licensing and fund release.

If applicable to this grant, the Grantee must provide before the release of any Board funds copies of applicable permits, licenses, and other agreements that have been obtained to provide sufficient evidence that this requirement has been met or written evidence acceptable to the Board that permits and licenses are not required.

By its signature on this Agreement, the Grantee certifies to OWEB that the following is a complete and accurate list of the Project components requiring permits or licenses and the associated required permits or licenses.

**Check one of the two boxes below:**

Permits are not required for this Project.

The following permits, licenses, and General Authorizations are required for this Project:


**Cooperative/Landowner Agreement(s).** OAR 695-005-0060(3) states that “prior to disbursement of Board funds for projects involving a private property, OWEB must receive a cooperative agreement from the landowner \* \* \*.” See signature page of this Agreement for Grantee certification regarding landowner agreements, and also Exhibit B.

**Check all that apply:**

The work related to this Project will not require site access. Therefore, Cooperative/Landowner Agreement(s) are not required.

Some/All work related to this Project will occur on *public* lands. Therefore, Cooperative/Landowner Agreement(s) are not required; however, **documentation must be provided to the Board’s Project Manager from the appropriate agency indicating concurrence prior to beginning work.**

Some/All work related to this Project will occur on private lands. All Cooperative/Landowner Agreements for Projects shall include, but not be limited to:

- Landowner’s certification that the landowner owns the land where the work will be carried out;
- Landowner’s agreement to allow Grantee to carry out the work, or a portion of the work on the landowner’s property;
- Landowner’s agreement to allow maintenance of the work over a time period consistent with the grant application;
- Landowner’s agreement to allow the OWEB Board and its representatives access to the site where the work is being carried out for inspection and evaluation; and

- Landowner's acknowledgment that he/she is aware of the application to OWEB and that information relating to the work, including effectiveness monitoring data, is a public record.

**EXHIBIT E  
 INSURANCE REQUIREMENTS**

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**Section P of this Agreement specifies the base insurance requirements.** The Board considers some projects and project activities to have an increased risk to the organization, organization’s employees, volunteers, and the community and may require additional insurance. If required for the Project under this Agreement, the additional insurances types required, the amount, and who will carry the insurance are set forth below.

- The work related to this Project **will not** require additional insurance beyond base Agreement requirements.
- The work related to this Project **will** require additional insurance beyond base Agreement requirements.

If Grantee is completing the technical work, they shall carry the insurance types and amounts described below and will continue this coverage through Project completion. If Grantee is contracting out the technical work, they will only be required to meet the minimum OWEB insurance requirements of **Section P** of this Agreement. Additionally, the Grantee shall require that all contractors or consultants hired for construction, restoration, technical design, assessment or monitoring activities carry the minimum insurance types and amounts described below.

Insurance Type	Coverage Amount	Organization carrying insurance

**EXHIBIT F**  
**OREGON PREVAILING WAGE RATE LAW**

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1. The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870 and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, "PWR"). If applicable, Grantee shall:
  - a) comply with PWR, require its contractors and subcontractors to pay the applicable PWR rates and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board; and
  - b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project.
2. Grantee represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
3. Pursuant to ORS 279C.817, Grantee may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

Information regarding prevailing wage rate law can be found on the Oregon BOLI website.

**EXHIBIT G**

**OWEB GRANT APPLICATION (In OWEB  
files, and incorporated herein by  
reference)**

# PW-7051-26\_ASP\_BOC 040126\_OWEB Grant Agreement

Final Audit Report

2026-03-17

Created:	2026-03-16
By:	Chalyce MacDonald (CMacDonald@co.marion.or.us)
Status:	Signed
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-  Document created by Chalyce MacDonald (CMacDonald@co.marion.or.us)  
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-  Signer bnicholas@co.marion.or.us entered name at signing as Brian Nicholas  
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2026-03-16 - 10:51:56 PM GMT

 Signer [jfritz@co.marion.or.us](mailto:jfritz@co.marion.or.us) entered name at signing as Jan Fritz

2026-03-16 - 10:52:13 PM GMT

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Signature Date: 2026-03-16 - 10:52:15 PM GMT - Time Source: server

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2026-03-17 - 3:44:44 PM GMT

 Signer [ajones@co.marion.or.us](mailto:ajones@co.marion.or.us) entered name at signing as Alicia Jones

2026-03-17 - 3:45:12 PM GMT

 Document e-signed by Alicia Jones ([ajones@co.marion.or.us](mailto:ajones@co.marion.or.us))

Signature Date: 2026-03-17 - 3:45:14 PM GMT - Time Source: server

 Agreement completed.

2026-03-17 - 3:45:14 PM GMT