



# R & E Grant Application 13 Biennium

Project #:  
13-099

## Owens Creek Trout Habitat Enhancement

### Project Information

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**R&E Project Request:** \$21,640.56  
**Match Funding:** \$37,701.92  
**Total Project:** \$59,342.48  
**Start Date:** 1/15/2015  
**End Date:** 6/30/2015  
**Project Email:** jkaul@longtom.org  
**Project Biennium:** 13 Biennium  
**Organization:** Long Tom Watershed Council (Tax ID #: 20-8049325)

### Fiscal Officer

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**Name:** Dana Dedrick  
**Address:** 751 S. Danebo Ave.  
Eugene, OR 97402  
**Telephone:** 541-338-7055  
**Email:** coordinator@longtom.org

### Applicant Information

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**Name:** Jed Kaul  
**Address:** 751 S. Danebo Ave.  
Eugene, OR 97402  
**Telephone:** 541-683-6183  
**Fax:** 541-683-6998  
**Email:** jkaul@longtom.org

### Past Recommended or Completed Projects

Number	Name	Status
09-227	Long Tom River Cutthroat Migration Study	Completed
11-017	Owens Cr. Fish Passage & Habitat Enhancement	Completed
11-083	Ferguson Creek Cutthroat Habitat Enhancement	Completed
11-138	Ferguson Cr. Cutthroat Hab. Enh. at Bradshaw's	Completed

### Project Summary

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This project is part of ODFW's 25 Year Angling Plan.

**Activity Type:** Habitat

**Summary:** The project will restore a half mile of in-stream and off-channel rearing habitat and

7.5 acres of riparian and floodplain habitat for cutthroat trout in Owens Creek, a major tributary of Bear Creek, which flows into the Long Tom River downstream of Fern Ridge Reservoir. We propose to: encourage beaver activity and associated high quality trout rearing habitat by installing beaver dam support structures that will help restore ecological functions and channel complexity; and revitalize the adjacent floodplain forest and wetland habitat, by removing invasive weeds and planting native trees and shrubs. In so doing, we aim to support cutthroat populations in the lower Long Tom and mainstem Willamette rivers, which are important, local recreational fisheries.

**Objectives:**

The project objectives are as follows:

- 1) Improve the quality and quantity of important off-channel rearing habitat for cutthroat trout by supporting and expanding beaver dams and ponds along one-half mile of Owens Creek. This will be achieved by installing beaver dam support structures at two existing dams and at two sites where we hope to encourage the development of new beaver dams.
- 2) Improve riparian, wetland, and floodplain habitat by replacing invasive weeds with native shrubs, trees and grasses on one-half mile of Owens Creek and 7.5 acres of adjacent floodplain forest and wetland habitat. Plantings will help nurture the beaver colony to ensure the long-term stability of the off-channel rearing habitat they provide and also improve downstream water quality.

**Fishery Benefits:**

The project seeks to improve the quality and quantity of vital off-channel and in-stream rearing habitat for cutthroat trout in Owens Creek. Rearing habitat is a limiting factor for cutthroat production in Owens Creek, which is a priority sub-basin of the Long Tom Watershed and supports cutthroat populations in the lower Long Tom and mainstem Willamette rivers. Data from four years of tracking cutthroat trout using passive integrated transponders – generously supported by the R&E Program – has revealed notable migrations of trout between headwater reaches of streams like Owens and Ferguson Creeks and the lower Long Tom River. The cutthroat fishery on the lower Long Tom River is the most popular recreational fishery in the Long Tom Watershed. Many residents – especially young anglers just learning the sport - also fish for cutthroat in smaller streams like Owens Creek. In addition, fluvial life history cutthroat are a popular gamefish for anglers floating the mainstem Willamette River between Eugene and Peoria. Fish from the Willamette likely migrate seasonally into the Bear Creek sub-basin to spawn and rear in Owens Creek. These fisheries are based entirely on naturally-produced stocks, so improving habitat is the only way to ensure the long-term viability of and angler participation in these fisheries.

**Watershed Benefits:**

Several factors limit the quality of fish habitat in Bear Creek sub-basin. For cutthroat trout and other native aquatic life such as Pacific lamprey, Northern red-legged frogs, and western pond turtles, limiting factors include aquatic passage barriers, high water temperatures, poor riparian zone conditions, and limited in-stream habitat complexity caused by insufficient quantities of large woody debris and simplified, straightened stream channels. Long Tom Watershed Council water quality monitoring data (1998-2003) documents that summer water temperatures in Bear Creek streams are well above the state standard (64°F) in the lower reaches of the drainage. High water temperatures combined with low flows, and nutrient and bacteria imbalances could produce deadly conditions for aquatic species. Water temperature becomes lethal for cutthroat trout at 72°F.

This project will address numerous limiting factors. By encouraging beaver dam construction and restoring floodplain forest and wetland habitat, we intend to help ensure short and long-term improvements in ecological functions, including in-stream habitat complexity, riparian zone conditions, water temperatures, sediment deposition, and organic matter retention. Beaver dams and ponds help create low-velocity habitat for trout during high flows, increase floodplain water storage, and increase hyporheic flow that cools downstream water temperatures. Planting native shrubs and trees will help to increase canopy cover and stream shading, and lower stream water temperatures and increase large woody debris in the long term. Increased canopy cover will support native plant species recovery in the riparian forest understory which in turn will increase leaf and terrestrial insect inputs into Owens Creek, which are prey for cutthroat trout. It will also help control the downstream migration of invasive plants, including reed canarygrass and purple loosestrife, which pose tremendous ecological threats to in-stream and off-channel fish habitat. Improving canopy cover will in turn

Bear Creek is one of three Model Sub-watersheds in the Long Tom Watershed included in the Meyer Memorial Trust-Bonneville Environmental Foundation Model Watershed Program because it offers important habitat for native cutthroat trout (resident and fluvial) and other aquatic species. Once the US Army Corps of Engineers addresses juvenile fish passage barriers on the lower Long Tom River, spring chinook will be able to use Bear and Ferguson Creek for rearing habitat. Through the program, Bear Creek is targeted for accelerated restoration during 2009-2019. The LTWC is investing heavily in restoration activities within Bear Creek subwatershed, and this project holds great potential to contribute to the work accomplished to date and planned for the future. Bear Creek is one of just two sub-watersheds located downstream of Fern Ridge Dam, which blocks fish passage to the upper two-thirds of the Long Tom Watershed.

Currently, we are focused on improving fish passage, riparian habitat, and in-stream complexity along the entire length of Owens Creek. To date, we have removed 11 fish passage barriers, including a private dam; placed more than 40 log jams in the creek, and planted nearly 25 acres of riparian habitat with native shrubs and trees. This work has been made possible by generous support from funders such as the R&E Program and the Oregon Watershed Enhancement Board. Just two known fish passage barriers remain on Owens Creek, and we're in the process of developing a proposal in partnership with the two landowners to replace those barriers.

**Current Situation:**

The Hrynyshyn property encompasses the downstream half of the last remaining beaver pond complex in the Owens Creek basin. Beaver ponds – which provide the best rearing habitat for cutthroat trout – were historically much more prevalent throughout the Long Tom Watershed but have been significantly reduced in extent. LTWC partnered with the owner of the upstream half of the Owens Creek beaver pond complex to improve in-stream and riparian conditions by restoring seven acres of floodplain habitat in early 2014 (see project map). Unfortunately, conditions for beaver have deteriorated at the Hrynyshyn property due to declining supplies of native shrubs necessary for beaver foraging and dam building. As beavers have browsed on native shrubs like willow, they have been replaced by invasive weeds like reed canarygrass and purple loosestrife. Compounding the issue, land management by previous landowners resulted in the conversion of large areas of riparian forest to pasture, further depleting the supply of vegetation required by the beaver colony. Many beaver dams in the complex are falling apart and without intervention, the population of beavers and the extent of their important ponds will continue to decrease, eliminating the last area of high quality rearing habitat for cutthroat trout in Owens Creek. The Hrynyshyn's are interested in restoring 7.5 acres of former floodplain forest by planting native trees in shrubs currently used as pasture.

**Alternatives:**

No action: If no action were taken, the existing beaver colony and their dams would continue to deteriorate and could eventually cease to exist, resulting in the loss of the high quality rearing habitat at the site.

Large wood placement instead of beaver dam support structures: While large wood placement would help improve habitat for trout at the project site, it would be considerably more expensive than the chosen action and would not create as much ponded area as increased abundance of beaver dams ponds will.

Lower density riparian plantings: Lower density plantings were considered but our chosen planting plan will result in nearly 100% native ground cover within 3-5 years, limiting the amount of open ground for invasive weeds to colonize. With the active beaver colony at the site, lower density plantings would be in danger of being entirely wiped out. High density plantings will allow for beaver browse and still accomplish our goals for this component of the project as quickly as possible.

**Designer:** LTWC staff will design the project. Input on the planting plan will be provided by the NRCS and the Oregon Department of Forestry. Beaver dam support structure installation will follow guidelines set by experienced practitioners.

**Methods:** Beaver dam support structures: Researchers and practitioners from state and federal agencies have developed a novel technique to encourage and support beaver dam building in the John Day watershed. The technique involves the installation of untreated, six-foot wood fence posts into the streambed to provide a base for beavers to build dams. A hydraulic fencepost driver is used to pound the posts into streambed 1.5-3 feet apart (see project photos). The structures can be installed at sites where beavers would be likely to build a dam to encourage new dam development or pounded through existing dams to increase their stability during high flows. We propose to install four support structures, two at existing dams to increase their stability and two at new sites where we hope to support the construction of new dams (see project map). For more information on the support structures, please refer to <http://www.nwfsc.noaa.gov/research/divisions/fe/documents/NMFS-NWFSC-120.pdf>.

Riparian planting site prep: Blackberry, reed canarygrass, canada thistle, and other weeds will be cut using chain saws and walk-behind mowers. Re-growth will be sprayed with appropriate aquatically-labeled herbicide, following integrated pest management guidelines, to provide long term control.

Riparian bare-root plantings: A diverse mix of native trees and shrubs will be planted in the riparian areas of Owens Creek based on the soil, moisture, and sunlight conditions found in different sections of the project area. Species to be planted include: bigleaf maple, Oregon ash, Oregon white oak, willamette Valley ponderosa pine, grand fir, pacific yew, douglas-fir, western redcedar, pacific ninebark, willow, mockorange, indian plum, red-twig dogwood, oceanspray, Oregon grape, serviceberry, western hazelnut, red-flowering currant, and vine maple. Trees and shrubs will be planted at a very high density (averaging 2,500 stems/acre) in rows on two-foot centers. The aisle between planting rows will vary in width based on what equipment will be used to mow competing grasses and invasive species. On flat ground, a tractor will be used to mow the aisle, which will be about eight feet wide. On sloping or rough terrain, hand equipment will be used to mow the aisle; consequently it will be narrower in these areas, generally about 4 feet in width. Around each plant, competing grasses and invasive weeds will be controlled using herbicide in early spring during this initial establishment phase. Killing competing vegetation in the area immediately next to each plant helps to eliminate moisture competition during the dry season. Crews will also visit the project area in periodically from late spring through summer targeting specific weeds that may threaten the success of the project. This planting strategy has proven to be very successful in our Watershed as well as for riparian restoration practitioners in other parts of the Willamette Valley. Planting at this increased density results in near 100% shrub ground cover after 3-5 growing seasons. For

more information on the planting strategy, please refer to:  
[http://www.rco.wa.gov/documents/SalmonConference/presentations/TuesdayAMG\\_uillozetDyrdahl.pdf](http://www.rco.wa.gov/documents/SalmonConference/presentations/TuesdayAMG_uillozetDyrdahl.pdf)

Willow live-stakes at edge of Owens Creek: Two rows of three-foot willow stakes will be planted on staggered two-foot spacing on both sides of Owens Creek. Willow stakes are a cost effective planting solution in saturated areas, have remarkable growth rates, and are the preferred food of beaver.

**Inspector:** Long Tom Watershed Council staff will be responsible for inspecting all components of the completed work. Natural Resource Conservation Service staff will also inspect elements of the project funded by CREP.

**Funding Elements:** R & E funds will be used to match CREP and OWEB funds for plant materials, planting labor, and plant maintenance.

**Partners:** Yes

Al and Donna Hrynyshyn - landowners.

Long Tom Watershed Council - project sponsor and fiscal administration match funding.

US Dept. of Agriculture - Conservation Reserve Enhancement Program funding.

Oregon Watershed Enhancement Board - Willamette Special Investment Partnership and small grant program funding.

Meyer Memorial Trust - Project management funding.

**Existing Plan:** Yes

ODFW Conservation strategy: The plan recommends re-vegetating riparian areas as a step to improve stream temperatures and restoring stream habitat complexity is proposed as a conservation action.

Long Tom Sub-basin Fish Management Plan (ODFW, 1992): Recommends enhancing habitat as a management consideration for cutthroat trout in the Long Tom Watershed.

Western Native Trout Initiative (WNTI): WNTI, a multi-stakeholder group made up of a variety of state and federal agencies, lists restoring altered channel and riparian zone habitats as priority actions for helping to improve coastal cutthroat populations.

OWEB Willamette Basin Priorities and LTWC Conservation Strategy: Both documents list projects that increase stream habitat complexity and improve riparian area function as high priorities for the Bear Creek basin.

Upper Willamette Agricultural Water Quality Management Plan (Ore. Dept. of Agriculture, 2003): Planting perennial vegetation in the riparian area, preferably native species, is listed as a preferred management practice for streams and riparian areas.

**Affected Contacted:** Yes

**Affected Supportive:** Yes

**Affected Comments:** See attached letter of commitment from landowner. All adjacent landowners also support the project.

**Project Schedule/Participants/Funding**

Activity	Date	Participants
Planting site preparation	1/1/2015	LTWC contractor
Willow stake installation	1/1/2015	LTWC contractor
Tree and shrub planting	3/1/2015	LTWC contractor
Grass competition ring spray (will be conducted annually for five years following planting)	4/1/2015	LTWC contractor
Mowing of grass between plantings (will be conducted annually for five years following planting)	5/15/2015	LTWC contractor
Invasive weed spot spray (will be conducted as needed for five years following planting)	6/14/2015	LTWC contractor
Installation of beaver dam support structures	7/1/2015	LTWC staff

**Affected Species:** Cutthroat trout

**Project Permits**

This project has no permits.

**Project Monitoring**

Organization	Address	Activity	Frequency
Long Tom Watershed Council	751 South Danebo Avenue Eugene, OR 97402	Inspections of riparian plantings and beaver dam support structures	Quarterly

**Project Maintenance**

Organization	Address	Activity	Frequency
Long Tom Watershed Council	751 South Danebo Avenue Eugene, OR 97402	Planting maintenance (see narrative for details of maintenance plan).	At least three visits by contractors annually.

**Project Match Funding**

Funding Source	Cash	In-Kind	Other	Description	Total	Secured?	Conditions?	Comments
R&E Request	\$21,640.56	\$0.00	\$0.00		\$21,640.56	No	No	
Conservation Reserve Enhancement Program	\$7,378.19	\$0.00	\$0.00	Riparian enhancement cost-shares	\$7,378.19	No	No	
Oregon Watershed Enhancement Board	\$21,506.25	\$0.00	\$0.00	Match funds for riparian enhancement and beaver dam support structure installation.	\$21,506.25	Yes	No	
Long Tom Watershed Council	\$5,369.48	\$0.00	\$0.00	Fiscal administration funding	\$5,369.48	Yes	No	
Meyer Memorial Trust	\$2,624.00	\$0.00	\$0.00	Project management funding.	\$2,624.00	Yes	No	
OWEB Small Grant Program	\$824.00	\$0.00	\$0.00	Beaver support structure supplies and equipment rental	\$824.00	No	No	
				Total Match Funding:	\$59,342.48			

## Project Budget

Item	Item Type	Units	Unit Cost	R&E Funds	Match Funds	Total
Fiscal administration	Administration	1	\$5,369.48	\$0.00	\$5,369.48	\$5,369.48
Grass competition ring spray - 5 years, 37.5 ac.	Contracted Services	1	\$8,250.00	\$1,650.00	\$6,600.00	\$8,250.00
Hydraulic fence post driver rental	Contracted Services	2	\$300.00	\$0.00	\$600.00	\$600.00
Invasive species spot spray - 5 years, 37.5 ac.	Contracted Services	1	\$8,250.00	\$1,650.00	\$6,600.00	\$8,250.00
Mowing between plants - 5 years, 37.5 acres	Contracted Services	1	\$10,500.00	\$2,100.00	\$8,400.00	\$10,500.00
Site prep: mowing & herbicide application - 7.5 ac	Contracted Services	1	\$4,125.00	\$3,478.12	\$646.88	\$4,125.00
Tree and shrub planting	Contracted Services	18750	\$0.30	\$1,187.44	\$4,437.56	\$5,625.00
Willow stake harvest and installation	Contracted Services	4000	\$0.80	\$2,200.00	\$1,000.00	\$3,200.00
Project management	Personnel	120	\$30.00	\$0.00	\$3,600.00	\$3,600.00
Fence posts for beaver dam support structures	Supplies/Materials /Services	40	\$5.60	\$0.00	\$224.00	\$224.00
Native trees and shrubs	Supplies/Materials /Services	18750	\$0.50	\$9,375.00	\$0.00	\$9,375.00
Mileage for project vehicles	Travel	400	\$0.56	\$0.00	\$224.00	\$224.00
					Total Budget:	\$59,342.48

## Project Map

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## Additional Files

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Click a link to view that particular file.

[landowner agreements](#)

[Landowner Letter of Commitment](#)

[LTWC 501\(c\)\(3\) documentation](#)

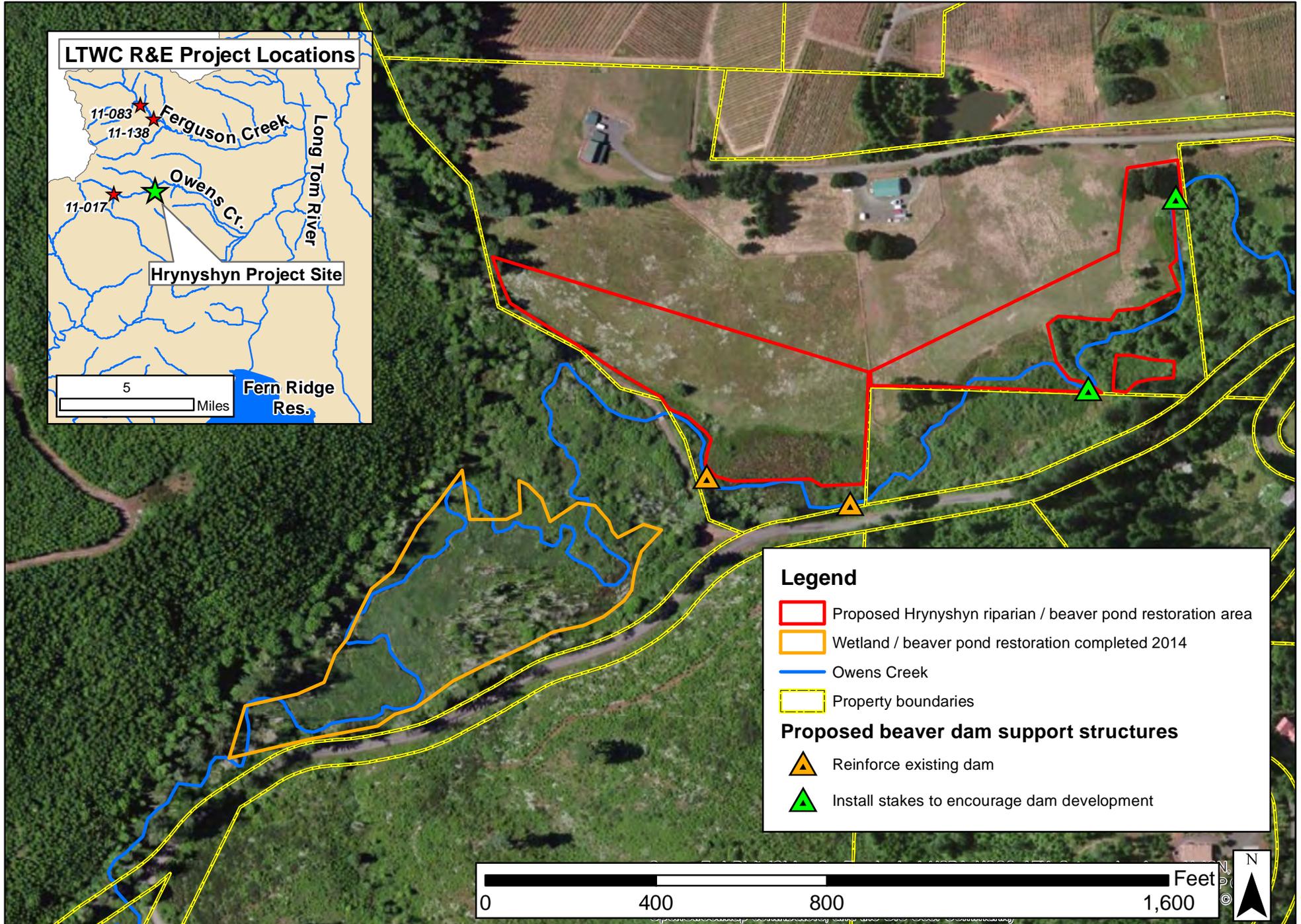
[LTWC signature authorization page](#)

[ODFW Letter of Support](#)

[Project Layout and Location](#)

[Project photos](#)

# Owens Creek Cutthroat Trout Habitat Enhancement Project - Long Tom Watershed Council R&E Proposal



Owens Creek Cutthroat Habitat Enhancement – Long Tom Watershed Council R&E Proposal



Figure 1- The majority of the riparian area of Owens Creek at the Hrynshyn property lacks native vegetation.



Figure 2- Owens Creek beaver dam and pond in February 2014. Note sections of riparian area that lack native shrubs such as willow that beaver require. Without supplemental plantings beaver will leave the area. Some dams are already starting to fail as conditions for beaver deteriorate.



**Figure 3- Beaver dam support structures will be installed both in areas of Owens Creek lacking dams to encourage the development of new dams, and also at existing dams to reinforce them and help protect the excellent rearing habitat they create. (photo courtesy NOAA NW Fisheries Science Center)**



**Figure 4- Beaver dam support structure following use by beaver colony. 2-3 feet of sediment accumulated upstream of the dam, re-connecting the stream to its floodplain and creating vital off-channel rearing habitat for native fish. (photo courtesy Wheaton, Bouwes, Jordan, MacFarlane, Pollock, Stella, et al. – Partnering With Beavers in Restoration Workshop Website)**

## Signature Authorization Page

I hereby make an application for financial assistance under the terms and conditions of the R&E Program as described in my project application.

I understand that if my project is approved for funding, the following will apply:

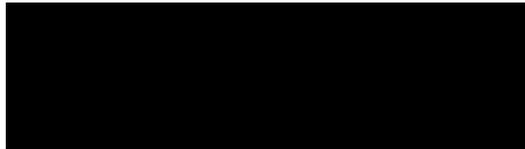
- All project sponsors must sign a grant agreement containing the terms and conditions on which funding will be released.
- Project expenses which occur before the grant agreement is signed or after the expiration date will not be paid by the R&E Program.
- Copies of all necessary permits must be submitted to the R&E Program.
- Project sponsors must certify compliance with local, state, and federal regulations and laws.
- Landowner, monitoring and maintenance agreements must be submitted to the R&E Program.
- Regular progress reports may be required, and at the end of each project a Completion Report must be submitted.
- Educational products resulting from projects are public domain.
- All information submitted to either party under this application is subject to the federal Freedom of Information Act.

Project Title: Owens Creek Cutthroat Trout Habitat Enhancement

Applicant: Long Tom Watershed Council

Date: 7/10/2014

Fiscal Officer: \_\_\_\_\_



Date: 7/10/2014



# Oregon

John A. Kitzhaber MD., Governor

Department of Fish and Wildlife  
South Willamette Watershed District Office  
7118 NE Vandenberg Avenue  
Corvallis, OR 97330  
(541) 757-4186  
FAX (541) 757-4252

July 10, 2014

Dear Restoration and Enhancement Committee,



I would like to express my support for the project proposed by the Long Tom Watershed Council to restore habitat for cutthroat trout along Owens Creek, a tributary to the Long Tom River downstream of Fern Ridge Dam. The project will lead to improved winter rearing and high flow refuge habitat, enhanced riparian area conditions, and improved water quality. The project will provide short term benefits from increased shade and bank stability and long term benefits by improving large woody debris recruitment. All of these benefits will contribute to increased population viability for cutthroat trout in the Long Tom and Willamette Rivers.

The proposed project would add to the impressive list of work that the Council has completed on Owens Creek, which has resulted in the participation of 12 private landowners, the restoration of fish passage at 11 man-made barriers, and the enhancement of riparian and stream habitat along six stream miles. Funding for this work has come from a wide variety of sources, including the R&E program, the Oregon Watershed Enhancement Board, the Bureau of Land Management, the National Fish and Wildlife Foundation and Meyer Memorial Trust.

The Long Tom River and its tributaries are open to catch and release trout fishing year round. A harvest fishery is allowed for up to five trout per day from late April through October each year. Residents in the headwaters of Owens Creek and other Long Tom River tributaries target trout in the streams on their property. More significantly, the fluvial population of cutthroat trout that uses Owens Creek for spawning and cold water refuge habitat migrates seasonally between headwater areas like the Hrynyshyn property and the mainstem Long Tom River in the Monroe area - and even further downstream into the Willamette River. In these two larger rivers, significant recreational fisheries exist for native cutthroat trout. Since the Long Tom River itself and the stretch of the Willamette inhabited by fluvial trout moving from the Long Tom is not stocked by ODFW, these fisheries are based solely on native stocks. Thereby, enhancing habitat is the best method to increase the population of trout upon which these important recreational fisheries are based. Specifically on the mainstem Willamette River, there is growing interest in the fly fishing community in targeting trout on the river between Eugene and Peoria, the reach of the river where fluvial trout from the Long Tom River are seasonally present.

The project will help ODFW implement goal #2 in our 25-year angling enhancement plan, which states that "The Department seeks to maintain and restore naturally-produced fish to provide opportunities for consumptive and non-consumptive recreational fisheries...". I strongly encourage you to consider the Council's request for R&E funding. Feel free to contact me if you have any questions.

Sincerely,

  
Karen Hans, South Willamette District STEP Biologist

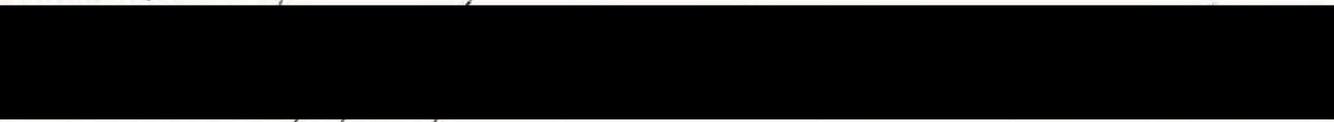
Al and Donna Hrynyshyn  
306 East 1960 North  
Orem, UT 84057

Dear Oregon Department of Fish and Wildlife Restoration and Enhancement Program Board,

We are writing this letter in support of the Long Tom Watershed Council's proposal to restore fish habitat in Owens Creek on our property. We are thrilled to join 12 of our neighbors up and down Owens Creek in working with the Council to help improve riparian and stream conditions in this important watershed. From what we have learned from the Council, Owens Creek provides vital spawning and cold water summer habitat for cutthroat trout that move between the Willamette and Long Tom Rivers, where they are targeted by anglers. While we currently live in Utah, we are very excited to move to Oregon in summer 2015. We are retired science teachers and are anxious to learn about the fish of Owens Creek.

We respectfully encourage the R&E Board to consider the Council's request for funding. To help match the R&E funds, we have signed up for the Conservation Reserve Enhancement Program, which will provide cost-shares for the work proposed by the Council. Additionally, the Council has Oregon Watershed Enhancement Board funds to help with the long term maintenance of the project. The R&E funds would be the final piece of the puzzle to ensure that the project is a resounding success at improving habitat for cutthroat trout in Owens Creek.

Sincerely,



Al and Donna Hrynyshyn

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

*Copy for Council notebook*

Date:

**JUL 18 2007**

LONG TOM WATERSHED COUNCIL  
C/O DANA ERICKSON  
751 S DANEBO AVE  
EUGENE, OR 97402

Employer Identification Number:  
20-8049325  
DLN:  
17053183031037  
Contact Person:  
NANCY L HEAGNEY ID# 31306  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
JUNE 30  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
YES  
Effective Date of Exemption:  
FEBRUARY 2, 2007  
Contribution Deductibility:  
YES  
Advance Ruling Ending Date:  
JUNE 30, 2011 *(see pg. 2)*  
*permanent status as of 8-17-09*

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

R03728

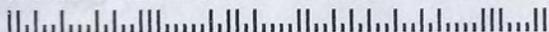
TE3

208049325

Department of the Treasury  
Internal Revenue Service  
EO RULINGS AND AGREEMENTS  
PO BOX 2508  
CINCINNATI OH 45201

Date of this notice: August 17, 2009  
Notice Number: CP-158  
Taxpayer Identification Number:  
20-8049325

066718.634175.0298.007 1 AT 0.357 535



Advance Ruling Period Ending Date:  
June 30, 2011



LONG TOM WATERSHED COUNCIL  
% DANA ERICKSON  
751 S DANEB0 AVE  
EUGENE OR 97402-9358517

For assistance, call:  
1-877-829-5500

066718

Our records indicate that you were issued an advance ruling letter that treated you as a public charity, rather than a private foundation, during an advance ruling period that ends on the date indicated above. That letter required you to file IRS Form 8734 at the end of your advance ruling period to establish that you qualify as a public charity.

New IRS regulations changed the procedures governing your public charity status. You are no longer required to file Form 8734 at the end of the ruling period. The regulations also provide that donors can rely on your advance ruling letter with respect to your public charity status unless the IRS changes that status, based on the organization no longer meeting an applicable public support test, and publishes notice of the change.

If you have received Form 8734 from the IRS, please do not file it. Please keep your advance ruling letter along with this letter for your permanent records.

The regulations also changed the rules for computing public support, consistent with the redesigned Form 990, Return of Organization Exempt from Income Tax. For more information regarding those rules and the redesigned Form 990, please see the IRS website at [www.irs.gov/eo](http://www.irs.gov/eo).

✓ Final 501 c3 notice



# Meyer Memorial Trust

425 NW 10<sup>th</sup> Avenue, Suite 400  
Portland OR 97209

## GRANT AGREEMENT

**Grant No. 14030835**

**GRANTEE:** Long Tom Watershed Council  
751 S. Danebo Avenue  
Eugene, OR 97402

**PURPOSE OF GRANT:** For continued support of the Long Tom Watershed Council's participation in the Model Watershed Program

**AMOUNT OF GRANT:** \$93,000

**PERIOD OF GRANT:** One year  
From April 15, 2014, to March 31, 2015

## CONTINGENCIES

Grant payments are contingent upon the grantee satisfactorily conducting the program as described in this agreement, except as modified with the express consent of the Trust.

Grant payments may be discontinued, modified, or withheld if, in the sole judgment of the Trust, this is necessary to comply with the requirements of law.

## GRANT REQUIREMENTS

1. This grant is made with the understanding that the entire amount will be expended for the purpose stated above and in the manner described in the materials you have provided to the Trust. Whether or not you maintain a separate bank account, this grant should be treated as a "restricted fund," and no part of it should be used for purposes other than those approved for this grant.
2. Trust approval must be obtained for any modification of the objectives, methods, budget, or timeline of the project for which grant funds have been awarded. Copies of the approved grant objectives and approved budget are appended.
3. The Trust should be promptly notified about any of the following:
  - a. Change in executive director and/or key personnel of the project or organization
  - b. Change in address, phone number, or e-mail address of organization and/or contact person
  - c. Change in name of organization
  - d. Change in project design, population served, project budget, or use of MMT funds
  - e. Reviews that could result in loss of accreditation or license
  - f. Audits with questioned costs or a qualified opinion
  - g. Other developments that significantly affect the operation of the project or the organization.

4. The grantee will provide the Trust with the program and financial reports described below and any special reports that may be requested by the Trust.
5. The grantee will abide by all provisions of this agreement and will keep adequate supporting records to document the expenditure of funds and activities supported by these funds.

#### **GRANT PAYMENTS**

The Trust will forward payment in the amount of \$93,000 upon receipt of a signed copy of this agreement.

#### **UNEXPENDED FUNDS**

If the funds have not been completely expended at the end of the grant period, the grantee agrees to provide a statement of the balance and a plan for using the remaining funds. If the plan is not approved by the Trust, the grantee agrees to repay to the Trust any portion of the remaining unspent funds.

#### **SCHEDULE OF REPORTS**

The grantee shall report, as described below, on the activities and expenditures of this grant according to the following schedule:

February 15, 2015

Final Report (*at 11 months*)

If a deadline cannot be met, the grantee shall notify the Trust. Please note that payments will be made only if the Trust has received and approved scheduled reports. If a modification of the above schedule would bring the grant reporting into closer coordination with the grantee's fiscal year or otherwise make reporting more convenient, the grantee may request such a change. If such changes will not interfere with the Trust's monitoring of the grant, the request will be approved.

#### **PROGRAM & FINANCIAL REPORTS**

In making this grant, the Trust believes it has entered a partnership with the grantee to accomplish the purposes of the grant. It is crucial that the grantee be forthcoming and candid in keeping the Trust informed of the activities (both good and disappointing) of the supported program.

The grantee should follow the attached Reporting Guidelines in submitting reports. Occasionally, a representative of the Trust may contact the grantee to review grant activities and expenditures, and the grantee must be willing to make available to the Trust, at reasonable times, the financial records related to the activities supported by this grant.

## **IRS STATUS**

It is the understanding of the Trust that the grantee organization is a tax-exempt agency under Section 501(c)(3) of the Internal Revenue Code and is not classified as a private foundation under Section 509(a) of the Code.

If there is any change in grantee status or classification, the grantee must promptly notify the Trust. In the event of loss of tax-exempt status under Federal laws, any unspent funds must be returned to the Trust.

## **GRANT RESTRICTIONS**

The grantee cannot expend any part of the this grant in any way that violates its tax exempt status or in such a manner that it constitutes a taxable expenditure as detailed in Section 4945 of the Internal Revenue Code; that is, grant funds are not:

- Earmarked for purposes of influencing specific legislation or the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;
- For any grant to an individual which does not comply with the requirements of Section 4945(d)(3) or (4); or
- For any purpose other than one specified in Section 170(c)(2)(B) of the Code, i.e., a religious, charitable, scientific, literary, or educational purpose.

## **PUBLICIZING THE GRANT / USE OF MEYER MEMORIAL TRUST NAME**

MMT encourages nonprofit organizations to raise public awareness about their work. Receiving funds from a foundation can provide a newsworthy opportunity to do so. It is not necessary to get MMT's approval to announce our award, as long as you characterize the award as it appears in your grant agreement and you make clear that Meyer Memorial Trust is a private foundation that is not connected to Fred Meyer, Inc.

If you want to secure a quote from MMT to include in your press release, please submit your request on our website form (<http://www.mmt.org/press-release-approval>). Please note this may delay your announcement if appropriate MMT staff are not immediately available.

MMT updates the awards database on its website monthly, announces awards via its email list, and sends out press releases announcing recent grants to local media. The contact person in our database at your organization for this project may be contacted by local media for more information about the work our award supports. If representatives of the grantee organization are interviewed for media coverage of the activities supported by this award, we appreciate citation of MMT's support.

The MMT logo is available for a one-time use on printed material such as newsletters or reports (but not on banners, vehicles, etc.) for the purpose of crediting the Meyer Memorial Trust's support. The logo should be used in its entirety, including the complete name Meyer Memorial Trust. To obtain MMT's logo for one-time use, fill out and submit our website form (<http://www.mmt.org/logo-use>) and we will deliver it electronically.

### AGREEMENT

If this document correctly sets forth your understanding of the terms of this grant, please countersign this agreement and return one copy to the Trust.

By: **Meyer Memorial Trust**



Chief Executive Officer

Date: 4/19/14

By: **Long Tom Watershed Council**



Executive Director

Date: 4/16/14



Board Chair

Date: 4/23/14

## OREGON WATERSHED ENHANCEMENT BOARD RESTORATION GRANT AGREEMENT

Grantee: Long Tom Watershed Council

Grant Number: 214-3999-10657

Grant Name: Bear, Coyote, Ferguson Riparian Restoration – Phase III

Award Amount: \$80,107.00

Grant Completion Date: December 31, 2014

Post-Implementation Reporting Period: Four (4) years (See Exhibits C and D)

Post-Implementation Status Reporting Schedule: Two reports due in years 2 and 4 with the first status report due by May 31 two years following approval of the Project Completion Report (PCR); this report should be combined with the one progress report due for 214-3999-10713. The second status report is due by May 31 four years after approval of the PCR.

**Grantee**

Long Tom Watershed Council  
751 S Danebo Ave  
Eugene OR 97402  
Phone: (541) 338-7055  
Fax: (541) 338-7062  
Email: [coordinator@longtom.org](mailto:coordinator@longtom.org)  
Contact: Dana Dedrick

**Project Manager for the Grantee**

Jed Kaul  
Long Tom Watershed Council  
751 S Danebo Ave  
Eugene OR 97402  
Phone: (541) 338-7055  
Fax: (541) 338-7062  
Email: [jkaul@longtom.org](mailto:jkaul@longtom.org)

**Fiscal Agent**

Amanda Wilson  
Long Tom Watershed Council  
751 S Danebo Ave  
Eugene OR 97402  
Phone: (541) 338-7055  
Fax: (541) 338-7062  
Email: [fiscal@longtom.org](mailto:fiscal@longtom.org)

**Project Manager for the Board**

Wendy Hudson  
Oregon Watershed Enhancement Board  
775 Summer St NE Ste 360  
Salem OR 97301-1290  
Phone: (503) 986-0061  
Fax: 503-986-0199  
Email: [wendy.hudson@state.or.us](mailto:wendy.hudson@state.or.us)

**Fund Source:**

This grant includes \$80,107.00 of either 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: this Agreement less all exhibits; attached Exhibits A (Schedule for Release of Funds), B (Special Conditions), C (Project Completion Report Requirements), D (Post-Implementation Status Report Requirements), E (Permits and Licenses), F (Cooperative/Landowner Agreement(s)), G (Oregon Prevailing Wage Rate Law), and H (Grant Application approved by the Board). All exhibits are incorporated by reference.**

**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 H) and as specified in this Agreement, including without limitation in accordance with Sections C through P of this Agreement, and in accordance with the Special Conditions identified in Exhibit B. In return, the Board agrees to payment of costs identified in this Agreement according to the *Schedule for Release of Funds*, attached as Exhibit A.

The Grantee agrees that funds provided by the Board will be used only for the purposes specified in the grant application (Exhibit H) and as detailed in Exhibits A and B.

**C. Term of Agreement**

This Agreement will become effective upon signature by all parties. Any changes to the project must be approved before implementation and approved by all parties according to Section F, Amendments. The Project Completion Report is due within 60 days following grant completion. The Grantee will provide at least 25% non-Board match for the total amount of funding from the Board unless otherwise specified in Exhibit B.

**D. Funding Conditions**

The Board's obligation to disburse funds to 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 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. Acknowledge Funding**

- (a) Provide a "funding partners sign" on the project site if the property is adjacent to a federal, state, county, or other well-traveled road and is visible from the road.
- (b) Provide for review and approval by the Board's Project Manager, draft and final copies of any technical, educational or informational materials produced through the grant before publication or electronic posting.
- (c) Provide acknowledgement on any technical, educational or informational material produced through this grant and distributed either in paper or electronic form that funding was provided by the Board.

**2. 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 E, *Permits and Licenses*) 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 or licenses, 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 or license 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 Special Conditions of this Agreement for any related conditions with respect to permitting, licensing 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 has been secured as required by OAR 695-005-0060(3).
- (b) Notify the Board's Project Manager when any change or modification of the project is proposed.
- (c) Comply with the Oregon Aquatic Habitat Restoration Guidelines under the Oregon Plan for Salmon and Watersheds.

See <http://www.oregon.gov/OWEB/docs/pubs/habguide99-complete.pdf>.

- (d) Inform the Board's Project Manager of any address changes.
- (e) Adhere to the Special Conditions as described in Exhibit B.

**4. Document and Report Project Completion**

- (a) Submit to the Board's Project Manager all verifiable receipts, expenditure tracking sheet, and other accounting records throughout the term of this Agreement 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 a Project Completion Report as provided in Exhibit C and final Request for Release of Funds form within 60 days of grant completion date.

**5. Post-Implementation Reporting**

Submit to the Board's Project Manager a Post-Implementation Status Report, as required in Exhibit D.

**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**

Any modifications of this Agreement must be mutually agreed to in writing by all parties. Amendments for time extensions, reinstatements, and award amendments will be permitted only if all reporting obligations under any earlier agreements have been met. Other amendments, such as budget or fiscal agent changes, may proceed regardless of reporting obligation status. Modifications to the budget elements only, as 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. Permission Required to Access Private Property; Access to Project Sites**

In carrying out this Agreement, Grantee will not access any private property without first obtaining verbal or written consent from the landowner of the private property. Grantee will direct its contractors not to access private property without first obtaining verbal or written consent from the landowner of the private property.

Upon Board request and consistent with the Cooperative/Landowner Agreement(s) meeting the requirements as specified in Exhibit F, Grantee will seek the landowner's permission for mutually convenient access to the project site by Board members and their representatives for the purposes of evaluating project implementation, completion, post-implementation status or effectiveness.

**I. 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 192.410 to 192.505.

**J. Post-Implementation Maintenance and Post-Implementation Reports**

Projects funded by the Board are intended to provide long-term benefits to the watershed. The Grantee or landowner will provide necessary and normal maintenance to sustain the value of the project once it is completed. Maintenance will be in accordance with the terms of the Cooperative/Landowner Agreement(s) (Exhibit F).

Grantee may be required to submit a Post-Implementation Status Report to the Board on the status of the grant at a frequency and period specified on page 1 of this Agreement. Those reports will be in accordance with the *Post-Implementation Status Reporting Requirements*, attached as Exhibit D.

**K. Termination of Grant Agreement**

1. If this Agreement is not signed by all parties within one (1) year of Board approval, the Grantee will not be reimbursed for any expenses and funding will be terminated. OAR 695-005-0050(2)
2. 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 other 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.
3. 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 P, Recovery of Grant Funds. The Board

will reimburse the Grantee for authorized services performed and expenses incurred before the termination under this Agreement.

**L. 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 ORS 656.126.

**M. 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.

**N. Indemnity**

**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.**

**O. 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.

**P. 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 ("Misexpended Funds") or that remain unexpended on the earlier termination of this Agreement or grant completion ("Unexpended Funds") must be returned to the Board not later than 15 days after the Board's written demand.

**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.**

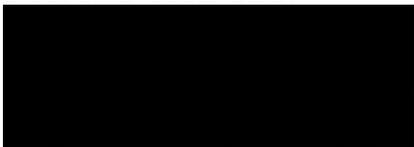
### CERTIFICATION

**GRANTEE CERTIFIES THAT BEFORE BEGINNING WORK ON PROJECTS INVOLVING PRIVATE LANDS, GRANTEE HAS SECURED, OR WILL SECURE, COOPERATIVE LANDOWNER AGREEMENTS WITH ALL PARTICIPATING PRIVATE LANDOWNERS THAT, AT A MINIMUM, INCLUDE THE FOLLOWING:**

- (a) Permission to access the private land, at times agreeable to the landowner, to implement the project, inspect the project, track the status of the project, or perform repairs or maintenance;
- (b) Permission for the Board or its representatives to access the private land for inspections and evaluations of the project;
- (c) Identification of the party responsible for repairs and maintenance of the project; and
- (d) Acknowledgement that the landowner is aware of the application to OWEB and that information relating to the work, including effectiveness monitoring data, is a public record.

**AGREED:**

**FOR THE GRANTEE:**



D.S. EVANS  
Print Name

11/19/13  
Date

**FOR THE BOARD:**



Thomas M. Byler, OWEB Executive Director

11/19/13  
Date

**OREGON WATERSHED ENHANCEMENT BOARD**  
**PLANT ESTABLISHMENT GRANT AGREEMENT**

**Grantee:** Long Tom Watershed Council

**Grant Number:** 214-3999-10713

**Grant Name:** Bear, Coyote, Ferguson Riparian Restoration – Phase III - PE

**Award Amount:** \$78,001.00

**Grant Completion Date:** December 31, 2017

**Post-Implementation Status Report:** Not required.

**Progress Reporting Period:** One (1) year

**Progress Reporting Schedule:** One report due by May 31 two years following approval of the Project Completion Report for the companion restoration grant 214-3999-10657. The report should be combined with the first Post-Implementation Status Report for 214-3999-10657. (see Exhibit B)

**Related OWEB Restoration Project:** 214-3999-10657

This Grant Agreement provides funding for plant establishment activities for plantings that were part of a related OWEB project. Plant establishment activities occur after the initial planting is completed and include, but are not limited to, controlling invasive weeds (e.g., mowing, weed treatment, mulching) and animal damage (e.g., replacing cages) to the plantings, and providing irrigation if needed. OWEB effectiveness monitoring has shown that most plantings take several years to become established so that they are successful in meeting their goals of improving watershed process and function.

**Grantee**

Long Tom Watershed Council  
751 S Danebo Ave  
Eugene OR 97402  
Phone: (541) 338-7055  
Fax: (541) 338-7062  
Email: [coordinator@longtom.org](mailto:coordinator@longtom.org)  
Contact: Dana Dedrick

**Project Manager for Grantee**

Jed Kaul  
Long Tom Watershed Council  
751 S Danebo Ave  
Eugene OR 97402  
Phone: (541) 338-7055  
Fax: (541) 338-7062  
Email: [jkaul@longtom.org](mailto:jkaul@longtom.org)

**Fiscal Agent**

Amanda Wilson  
Long Tom Watershed Council  
751 S Danebo Ave  
Eugene OR 97402  
Phone: (541) 338-7055  
Fax: (541) 338-7062  
Email: [fiscal@longtom.org](mailto:fiscal@longtom.org)

**Project Manager for the Board**

Wendy Hudson  
Oregon Watershed Enhancement Board  
775 Summer St NE Ste 360  
Salem OR 97301-1290  
Phone: (503) 986-0061  
Fax: 503-986-0199  
Email: [wendy.hudson@state.or.us](mailto:wendy.hudson@state.or.us)

**Fund Source:**

This grant includes **\$78,001.00** of either 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: this Agreement less all exhibits; attached Exhibits A (Schedule for Release of Funds), B (Special Conditions), C (Project Completion Report Requirements), D (Cooperative/Landowner Agreement(s)), E (Oregon Prevailing Wage Rate Law), and F (Grant Application approved by the Board). All exhibits are incorporated by reference.**

**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**

Grantee agrees to perform the work described in the plant establishment portion of the grant application (Exhibit F) and as specified in this Agreement, including without limitation in accordance with Sections C through O of this Agreement and in accordance with any Special Conditions identified in Exhibit B. In return, the Board agrees to payment of costs identified in the Agreement according to the *Schedule for Release of Funds*, attached as Exhibit A.

Grantee agrees that funds provided by the Board will be used only for the purposes specified in the grant application (Exhibit F) and as detailed in Exhibits A and B.

**C. Term of Agreement**

This Agreement will become effective upon signature by all parties. Implementation of any changes to the project must be approved by all parties according to Section F, Amendments. The Project Completion Report is due within 60 days following project completion. Grantee will provide at least 25% non-Board match for the total amount of funding from the Board unless otherwise specified in Exhibit B.

**D. Funding Conditions**

The Board’s obligation to disburse funds to 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 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, Grantee agrees to do the following:

**1. Acknowledge Funding**

Provide acknowledgement on any report material produced through this grant and distributed either in paper or electronic form that funding was provided by the Board.

**2. 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 for the monitoring as required by ORS 541.932(10). Grantee should review Exhibit B Special Conditions of this Agreement for any related conditions with respect to permitting, licensing 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 has been secured as required by OAR 695-005-0060(3).
- (b) Notify the Board's Project Manager when any change or modification of the project is proposed.
- (c) Inform the Board's Project Manager of any address changes.
- (d) Adhere to the Special Conditions as described in Exhibit B.

**4. Document and Report Project Completion**

- (a) Submit to the Board's Project Manager all verifiable receipts, expenditure tracking sheet, and other accounting records throughout the term of this Agreement to document expenditure of grant fund installments, account for all other funding, and in-kind contributions in the Project Completion Report.
- (b) Submit to the Board's Project Manager a Project Completion Report as provided in Exhibit C and final Request for Release of Funds form within 60 days of project completion date.

**5. Progress Reporting**

Submit Progress Reports to the Board's Project Manager as described in Exhibit B. Grantee may be required to submit Progress Report(s) to the Board on the status of the grant at a frequency and period specified on page 1 of this Agreement. Those reports will be in accordance with the Progress Reporting Requirements as described in Exhibit B, Special Conditions.

**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**

Any modifications of this Agreement must be mutually agreed to in writing by all parties, prior to the modification occurring. Amendments for time extensions, reinstatements, and award amendments will be permitted only if all reporting obligations under any earlier agreements have been met. Other amendments, such as budget or fiscal agent changes, may proceed regardless of reporting obligation

status. Modifications to the budget elements only, as shown in Exhibit A, may be approved for change upon signature of the Board's Project Manager.

**G. Assignment**

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

**H. Permission Required to Access Private Property; Access to Project Sites**

In carrying out this Agreement, Grantee will not access any private property without first obtaining verbal or written consent from the landowner of the private property. Grantee will direct its contractors not to access private property without first obtaining verbal or written consent from the landowner of the private property.

Upon Board request and consistent with the Cooperative/Landowner Agreement(s) meeting the requirements as specified in Exhibit D, Grantee will seek the landowner's permission for mutually convenient access to the project site by Board members and their representatives for the purposes of evaluating project implementation, completion, post-implementation status or effectiveness.

**I. 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 192.410 to 192.505.

**J. Termination of Grant Agreement**

1. If this Agreement is not signed by all parties within one (1) year of Board approval, the Grantee will not be reimbursed for any expenses and funding will be terminated. OAR 695-005-0050(2)
2. 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 other 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.
3. 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 O, Recovery of Grant Funds. The Board will reimburse the Grantee for authorized services performed and expenses incurred before the termination under this Agreement.

**K. 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 ORS 656.126.

**L. 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.

**M. Indemnity**

**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.**

**N. 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.

**O. 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 ("Misexpended Funds") or that remain unexpended on the earlier termination of this Agreement or grant completion ("Unexpended Funds") must be returned to the Board not later than 15 days after the Board's written demand.

**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 BEFORE BEGINNING WORK ON PROJECTS INVOLVING PRIVATE LANDS, GRANTEE HAS SECURED, OR WILL SECURE, COOPERATIVE LANDOWNER AGREEMENTS WITH ALL PARTICIPATING PRIVATE LANDOWNERS THAT, AT A MINIMUM, INCLUDE THE FOLLOWING:**

- (a) Permission to access the private land, at times agreeable to the landowner, to implement the project, inspect the project, track the status of the project, or perform repairs or maintenance;
- (b) Permission for the Board or its representatives to access the private land for inspections and evaluations of the project;
- (c) Identification of the party responsible for repairs and maintenance of the project; and
- (d) Acknowledgement that the landowner is aware of the application to OWEB and that information relating to the work, including effectiveness monitoring data, is a public record.

AGREED:

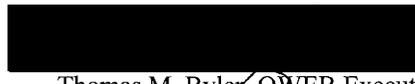
FOR THE GRANTEE:



D.S. EVANS  
Print Name

11/19/13  
Date

FOR THE BOARD:



Thomas M. Byler, OWEB Executive Director

11/19/13  
Date