Oregon Department of Fish and Wildlife
Private Forest Accord Grant Program
Grant Agreement

Project Name

ODFW Agreement Number: XXX-XX
PFA Grant Program Tracking Number: PFA2023-XX
Cost Code/Grant: XXXXX XXXXXX-XX
Grant Amount: Total funding requested from ODFW?
Effective Date: Date of Last Signature
Expiration Date: Project End Date

Authorization. The Oregon Department of Fish and Wildlife enters into this Grant Agreement (Agreement) under the authority of ORS 496.146(11) and Section 32, Chapter 33, Oregon Laws 2022, which provides funding from the Private Forest Accord Mitigation Grant Fund established by Section 28, Chapter 33, Oregon Laws 2022. This serves as the agreement between the State of Oregon (State), acting by and through its Oregon Department of Fish and Wildlife ("Department" or "ODFW"), and «Organization_Name» ("Grantee"), in consideration of the mutual covenants contained herein.

Purpose. The purpose of this Agreement is to reimburse the Grantee for Project Name/Title, ("the Project"), which consists of Project Goal Statement. which is more fully described in Exhibit A (Project Description). The Project is estimated to cost Total Project Cost, with Total funding requested from ODFW? From ODFW, and Total Match Provided in matching funds.

Effective Date and Duration. The effective date of this Agreement is the date on which it is fully executed by both parties and approved as required by law ("Effective Date") and this Agreement will expire on the expiration date listed above ("Expiration Date"). Agreement termination or expiration shall not extinguish or prejudice Department's right to enforce this Agreement in accordance with its terms. .

Pre-Award Costs. Pursuant to the Work Authorization Letter dated [DATE], Grantee may be eligible for reimbursement of expenses for the activities described in Exhibit A incurred on or after [DATE] (the "Pre-Award Cost Date"). Grantee's performance shall be governed by the terms and conditions herein, including but not limited to all reporting requirements, and such expenses incurred by Grantee may be reimbursed in accordance with this Agreement, once this Agreement is in effect. The period beginning on the Pre-Award Cost Date and ending on the Expiration Date is the "Performance Period." The Department shall not reimburse the Grantee for any work performed outside the Performance Period.

Oregon Prevailing Wage Rate Law.

A. Grantee shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815.
B. When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 et seq.).
C. Notwithstanding (A) and (B) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (A) or (B) above.
D. When PWR applies, Grantee and its contractors and subcontractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.
E. When PWR applies, Grantee shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Grantee contractually agrees to pay applicable prevailing wage fees for the Project rather than OHCS, the public agency providing Financing Proceeds under this Contract.
F. When PWR applies, and before starting work, Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by ORS 279C.836 and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring any subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the subcontractor has filed a public works bond before permitting the subcontractor to start Work.
G. Pursuant to ORS 279C.817, Grantee and any contractors or subcontractors may request that the BOLI Commissioner 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 (i.e. whether PWR applies).

Agreement Documents. This Agreement consists of the following documents in order of precedence: this Agreement less all Exhibits, **Exhibit A** (Project Description), **Exhibit B** (Project Budget Sheet), **Exhibit C** (Grantee's Approved Grant Application to the Department), **Exhibit D** (Insurance Requirements), **Exhibit E** (Archaeological and Human Remains Inadvertent Discovery Plan (IDP)), and Exhibit F (Landowner Acknowledgement Form) Exhibit G (Grantees Work Authorization Letter), and Exhibit H (Permits and Licenses). **Exhibits A through H** are attached hereto and incorporated by this reference. If Exhibit C conflicts with any other document(s) of this Agreement, the other document(s) shall control.

I. DEPARTMENT ACTIONS

A. **Provide Funds.** Subject to the terms and conditions herein, the Department shall pay the Grantee the total sum **not-to-exceed amount of Total funding requested from ODFW?** to reimburse the Grantee for the cost of the whole or portion thereof, as applicable, of the Project consistent with Exhibit B (Project Budget Sheet) ("the Grant"). The Department shall withhold ten percent (10%), $XXXX, of the Grant until the Department receives and deems the Final Project Completion Report complete, as prescribed in Section II.H and evaluates the Project for compliance with the terms and conditions of this Agreement.

The Department is not obligated to pay any request for reimbursement that is received by the Department more than forty-five (45) days after the Expiration Date.

B. Payment Procedure. The Department shall pay the Grantee under this Agreement as follows:

1. The Department may make incremental payments to the Grantee based upon the costs and expenses actually incurred, as set forth in the Grantee's submission of the Performance Report & Request for Reimbursement Form which can be found at https://www.dfw.state.or.us/habitat/PFA/forms.html, consistent with requirements set forth in Section II.H. and Section II.I. of this Agreement.
2. Once the Department's Grant Coordinator identified in Section III.T. of this Agreement ("Grant Coordinator") has reviewed and approved the Grantee's submission of Performance Report & Request for Reimbursement Form, the Department shall pay the Grantee within forty-five (45) days. If the Department has questions about or concerns with the submission, the Grant Coordinator shall contact the Grantee. If the Department's concerns cannot be resolved to the Department's satisfaction, the Department will reject the submission. Notwithstanding any other term of this Agreement, the Department may not pay the Grantee for a submission until the Grant Coordinator has reviewed and approved that submission.
3. Grantee's final Request for Reimbursement, detailing all remaining Project costs for which reimbursement is requested, must be submitted to the Department no later than forty-five (45) days after the Expiration Date. The Department may not pay the Grantee for submissions delivered to the Department more than forty-five (45) days after the Expiration Date.

II. GRANTEE ACTIONS

A. **Administration of Costs.** The Grantee shall be responsible for properly administrating all costs associated with the Project throughout the term of this Agreement.

B. **Project Management and Construction.** The Grantee shall be responsible for the management and construction of the Project throughout the term of this Agreement as specifically described in Exhibit A (Project Description), provided, however, that:

1. When conducting any ground-disturbing activity, Grantee shall comply with the requirements described in Exhibit E (Archaeological and Human Remains Inadvertent Discovery Plan (IDP)), including without limitation the obligations related to the discovery of any archaeological sites, objects, or human remains, provided further that Grantee shall ensure that any subcontract(s) for work that involves ground disturbing activity under this Agreement must require subcontractors' compliance with such obligations.

2. When conducting any activity, the Grantee agrees to comply with all applicable laws and regulations, concerning the protection of State or Federally-listed sensitive, threatened, or endangered species, and their habitats. The Grantee shall not undertake any work or activities that may adversely affect any State or Federally-listed sensitive, threatened, or endangered species, or their habitats, including without limitation, construction, land modification, or any other project-related activities without compliance with applicable authorizations, if any. The Grantee is responsible for obtaining and complying with all necessary permits and approvals and shall implement all required mitigation measures to minimize any impacts. Grantee acknowledges and agrees that failure to comply with this clause may result in suspension or termination of this Agreement, repayment of the Grant, and require remedial actions at the Grantee's expense.

C. **Oversight.** The Grantee shall oversee the Project with due diligence.

D. **Contribution of Additional Funds.** The Grantee shall contribute all Project costs that exceed the not-to-exceed amount specified in Section I.A. of this Agreement.

E. **Use of Funds.** Grant funding may only be utilized for purposes authorized by law, including OAR 635-097-0070(5). The Grantee further agrees that the funding provided by the Department under this Agreement may be used only for the purposes specified in Exhibit A (Project Description), and Exhibit B (Project Budget Sheet). The amount authorized for specified purposes in Exhibit B (Project Budget Sheet) may not be increased or changed from one budget category to the next without a written amendment to this Agreement, which is to be submitted to and approved by the Grant Coordinator prior to any change taking effect.

F. **Funds Available and Authorized; Payments.** The Grantee understands and agrees that the Department's obligations under this Agreement are contingent on the Department receiving funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient to allow the Department, in the exercise of its reasonable administrative discretion, to carry out such obligations under this Agreement.

The Department's obligations under this Agreement are also contingent on neither Section 32, Chapter 33, Oregon Laws 2022, nor Section 28, Chapter 33, Oregon Laws 2022, being repealed by Section 60 or 61 of Chapter 33, Oregon Laws 2022.

G. **Accounting.** The Grantee shall apply Generally Accepted Accounting Procedures (GAAP) to provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. The Grantee shall establish or cause to be established controls which are adequate to ensure that all expenditures reimbursed by the Department under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

H. **Project Reporting Requirements**

1. **Performance Reports & Requests for Reimbursements.** The Grantee must submit a quarterly Performance Report to the Department whenever requesting reimbursement of project funds. Reports must be submitted online as specified in this Agreement and according to the schedule below. Each Request for Reimbursement must include a Performance Report with itemized invoices and supporting documentation of expenses, reference the Expense Reporting Template and Guidance document found at https://www.dfw.state.or.us/habitat/PFA/forms.html, for invoicing procedures. Reports are due no later than thirty (30) days after the close of each fiscal quarter. If no reimbursement is needed in a given quarter, the Grantee is not required to submit a Performance Report. If reimbursement is requested for a given quarter, all Performance Reports and Reimbursement Requests for the quarter are due by the following dates:

   1.1 Quarter 1: April 30th
   1.2 Quarter 2: July 31st
   1.3 Quarter 3: October 31st
   1.4 Quarter 4: January 31st (following calendar year)

2. **Annual Performance Report.** The Grantee shall submit an Annual Performance Report using the most current form of the Yearly Project Performance Report Form found at https://www.dfw.state.or.us/habitat/PFA/forms.html . Annual Performance Reports are due by January 31st every year of the Performance Period, even if no fiscal activity has occurred, to ODFW online as specified in Section II.H.4 of this Agreement.

3. **Project Completion Report.** The Grantee must submit a draft, and a final, comprehensive project completion report to the Department that must adhere to the detailed specifications outlined in Exhibit A (Project Description) and conform to the latest version of the Project Completion Report Form which can be found at https://www.dfw.state.or.us/habitat/PFA/forms.html ("Project Completion Reports"). Both the final and draft Project Completion Reports are to be submitted online using the most current form of the Grant Management System. The Grantee must receive approval from the Grant Coordinator on the draft Project Completion Report prior to submitting the final Project Completion Report. Final reports are due thirty (30) days after the Expiration Date. The Department reserves the right to request revisions to the draft or final Project Completion Reports for clarity and accuracy and may conduct on-site inspections to verify project completion consistent with terms and conditions of Exhibit A (Project Description).

   3.1 Grantee shall record and report all flow measurement data associated with the Project using methods, frequency, and locations approved by the Department.

4. **Online Reporting and Reimbursement Requests**. The Grantee is required to submit all relevant reports and reporting forms found at https://www.dfw.state.or.us/habitat/PFA/forms.html and any requests for reimbursement,

online through the most current form of the Grant Management System, unless otherwise requested by the Department.

4.1 All requests for reimbursements must use the guidance provided by the Expense Reporting Template and Guidance Document found at https://www.dfw.state.or.us/habitat/PFA/forms.html.

4.2 Grantee may access the online system using their original ODFW login information at https://www.grantinterface.com/Home/Logon?urlkey=odfw

I. **Requests for Reimbursement.**

1. The Grantee shall submit a Performance Report with every Request for Reimbursement using the Performance Report & Request for Reimbursement Form which can be found at https://www.dfw.state.or.us/habitat/PFA/forms.html. Requests for reimbursement must include itemized accounting invoices and documentation to substantiate expenses for each funding request under this Agreement quarterly, as provided in Section II.H.1.

    1.1 A Grantee may request from the Grant Coordinator a more frequent reimbursement period, if the Grantee is experiencing an extreme financial burden. Any changes to the reimbursement period must be approved in writing by the Grant Coordinator and are at the Department's sole discretion.

2. The itemized accounting invoices referenced in Section II.I.1. of this Agreement shall include a listing of expenditures in each of the categories listed in Exhibit B (Project Budget Sheet) and shall list the dates upon which expenditures occurred and provide proof of expenditure such as original receipts. As provided for in Section II.E of this Agreement, the Grantee must seek and obtain an amendment to this Agreement to increase the amount authorized for specified purposes (e.g., categories) in Exhibit B (Project Budget Sheet) prior to requesting reimbursement.

3. The Grantee understands and acknowledges that the Department's processing of non-itemized or incomplete submissions will be delayed until the Grantee supplies correct information to the Department.

4. The Grantee shall look solely to the Department for payment under this Agreement. The Grantee shall not be paid by any agency or department of the State other than the Department.

5. The first Performance Report & Request for Reimbursement Form for implementation projects shall include a monitoring plan, that establishes methods for gathering baseline data, photo monitoring, mapping data (ArcGIS shapefiles and PDF maps), and habitat or survey reports. Following reports must submit baseline data as gathered.

J. **Access to Project Site.** The Grantee shall allow the Department and its designated representatives access to the Project site to monitor and evaluate the progress of the Project as the Department determines is necessary.

K. **Contractor Performance Bond.** If the Grantee selects a contractor to perform construction of the Project, the Grantee shall require the contractor to obtain a performance bond in the amount of its construction contract from a surety company authorized to do business in Oregon.

L. **Access Agreements**. The Grantee shall procure all necessary access rights to project locations prior to any groundwork. Without limiting the generality of the foregoing, the Grantee must secure sufficient access rights to meet its obligations under Section II.J above.

1. Landowner Authorization. Prior to any work on private property, Grantee shall provide written certification that the landowner(s) or easement holder(s) are aware of, and have consented to, project activities. Documentation must include the landowner's signature on the ODFW provided Landowner Acknowledgement Form or equivalent instrument.

    a. 1.1 A version of the Landowner Acknowledgement Form may be found here https://www.dfw.state.or.us/habitat/PFA/docs/2025/Appendix%20T%20Landowner%20Acknowledgement%20Form.pdf

M. **Permitting.** Notwithstanding any other term of this Agreement, Grantee is responsible for obtaining all necessary local, state, and federal permits and approvals to implement the Project, including but not limited to fill/removal and tribal, historic, and cultural compliances, including the National Historic Preservation Act and compliance with the Oregon State Historic Preservation Office.

1. For any Project task requiring a permit or approval of any kind, prior to any ground disturbance, the Grantee shall provide copies of all required permits and approvals, or written evidence that none are required to the Department. The Department may withhold or condition funding based on permitting status.
2. Grantee shall obtain all necessary permits and licenses for the Project from local, state and federal agencies or governing bodies and provide a copy of each permit or license to the Department in accordance with Exhibit I (Permits and Licenses).

3. Grantee will list expected permits in Exhibit H (Permits and Licenses) of this agreement. Grantee is responsible for determining which permits, licenses, or other authorizations are required for the Project.

N. **Restoration Inventory.** Prior to submitting the final Project Completion Report to the Department, the Grantee must upload all required information to the designated restoration inventory system(s) provided by the Department. Proof of successful submission is mandatory for the final report.

O. **Project Equipment.** Following Project completion, Project equipment purchased with the Grant funding shall remain with the Grantee or another entity approved by ODFW. For the purposes of this section of the Agreement, Project equipment is considered a tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $5,000. Grantee shall adhere to additional post-project requirements related to Project equipment as determined by the Department. Those requirements shall include the development of a Maintenance and Monitoring Plan that spans a five-year period starting from the "Expiration Date" of this Agreement. The Maintenance and Monitoring Plan template can be found at https://www.dfw.state.or.us/habitat/PFA/forms.html and shall include at a minimum the following details for each piece of Project equipment purchased:

1. Equipment Description.
2. Maintenance Schedule.
3. Monitoring Procedures.
4. Replacement Criteria.
5. Recordkeeping Process.
6. Rental Process.

P. **Publicity and Disclosure of Funding Source.**

1. Grantee shall adequately reference Project funders on any publication, signage, postings, flyers, outreach, and educational materials, supplies, press releases, or any other outward facing publication. The following is a statement that must accompany any publication regarding the Project or grant funds:

> "This Project was funded in full or part by the Oregon Department of Fish and Wildlife Private Forest Accord Grant Program, a result of a landmark conservation initiative working to conserve Oregon's forests for current and future generations."

2. All published materials (electronic and printed) must also have the Oregon Department of Fish and Wildlife Logo and the Private Forest Accord Grant Program and any other logos the Department deem appropriate, present and sized accordingly with regards to other logos on the published material. A shortened statement of funding may be allowed if approved by the Grant Coordinator.

> 2.1 The PFA Grant Logo can be found here
> https://www.dfw.state.or.us/habitat/PFA/images/PFA_Grant_Program_logo.png
>
> 2.2 The ODFW logo can be found here
> https://www.oregon.gov/osp/programs/fw/PublishingImages/ODFWLOGO_Color.png

3. For all implementation and earth moving projects, the Grantee shall install a semi-permanent sign at the project site, or at another location approved by the Department, acknowledging the participation of the Oregon Department of Fish and Wildlife and the PFA Grant Program. Signs must measure at least 24 inches by 36 inches (2 feet by 3 feet) to ensure adequate visibility; 18 x 24 inches may be used only for smaller or limited-access sites with Department approval. Signs must be constructed of weather-resistant materials, such as aluminum or HDPE with UV-protected printing, and securely mounted on 4x4 treated posts or equivalent framing. Grantee shall maintain the sign in good condition for the duration of the project.

> 3.1 Signs may be combined with other project or partner signage if the PFA Grant Program and Oregon Department of Fish and Wildlife logos are included at equal size and prominence relative to other funders, and the text clearly acknowledges PFA Grant Program support.

4. The Grantee may request an exemption from erecting required signage, or request to remove existing signage, if there are public safety or access concerns. All requests must be submitted to the Department in advance and are subject to Department approval or denial.

Q. **Photo Monitoring** The Grantee will provide color photos of all implemented Project elements (i.e., fencing, planting, structures, construction progress) to show compliance with the funded Project. Photo points will be set up, and the color photographs should be taken with the same focal-length lens at the same time of year, showing conditions before and after Project completion.

III. GENERAL TERMS AND CONDITIONS.

A. **Termination.**

1. Termination for Convenience by the Grantee. The Grantee may terminate this Agreement at any time upon thirty (30) days prior written notice to the Department pursuant to Section III.T. of this Agreement; however, within thirty (30) days of such termination, the Grantee shall reimburse by check payable to the Department all payments to the Grantee by the Department under this Agreement.

2. Termination for Convenience by the Department. The Department may terminate this Agreement at any time upon thirty (30) days prior written notice to the Grantee pursuant to Section III.T. of this Agreement. Within thirty (30) days of such termination, the Department shall reimburse the Grantee for Project costs authorized under this Agreement that have been expended or obligated prior to the date of the notification of termination of this Agreement.

3. Termination for Cause by the Grantee. The Grantee may terminate this Agreement at any time upon thirty (30) days prior written notice to the Department pursuant to Section III.T. of this Agreement if the Department commits any material breach or default of any covenant or obligation under this Agreement, and the Department fails to cure the material breach or default within twenty one (21) days of receipt of notice; however, within thirty (30) days of such termination, the Grantee shall reimburse by check payable to the Department all payments to the Grantee by the Department under this Agreement.

4. Termination for Cause by the Department. The Department may terminate this Agreement at any time upon thirty (30) days prior written notice to the Grantee pursuant to Section III.T. of this Agreement if:

   4.1 The Department does not receive funding at the levels necessary to fund the Project as specified in Section I.A.1;

   4.2 Any of the design, permitting, or construction of the Project is not pursued with due diligence;

   4.3 Any fee title to or other interest in the construction site is not sufficient, legal, and valid;

   4.4 The construction of the Project is not permissible under state, federal, or local law, or the Project is inconsistent with current State of Oregon and Department goals, policies, management plans, laws, guidelines, and regulations, as determined by the Department;

   4.5 The Grantee does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or

   4.6 The Grantee otherwise commits any material breach or default of any covenant, warranty, obligation, certification or agreement under this Agreement, fails to perform the Project consistent with the approved Exhibit A (Project Description) or within the time specified herein or any extension thereof, or the Project does not meet its proposed objectives or methodology, and the Grantee fails to cure the material breach or default within fourteen (14) days of receipt of notice.

Upon receiving a notice of termination under Section III.A.4. of this Agreement, the Grantee shall immediately cease all activities under this Agreement, unless the Department expressly directs otherwise in its notice of termination. Upon termination of the Agreement, and at the Department's request, the Grantee shall surrender to anyone the Department designates, all documents, objects or other tangible things in the Grantee's possession or contract that may be needed to complete the Project.

Within thirty (30) days of termination under Section III.A.4. of this Agreement, the Grantee shall reimburse by check payable to the Department all payments to the Grantee by the Department under this Agreement.

B. **Force Majeure.** Neither the Department nor the Grantee shall be responsible for any breach or for any delay in the performance of any obligation under this Agreement caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. The Grantee shall, however, make all reasonable efforts to remove or eliminate the cause of the Grantee's delay or breach and shall, upon the cessation of the cause, continue performing under this Agreement.

C. **No Third-Party Beneficiaries.** The Department and the Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or may be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. **Records Maintenance; Access to Records.** The Grantee shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the Grantee shall maintain any other records pertinent to this Agreement so as to clearly document the Grantee's performance of the Project. The Grantee acknowledges and agrees that

the Department and the Oregon Secretary of State's Office and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the Grantee that are pertinent to this Agreement, to perform examinations and audits, and make excepts and transcripts. The Grantee shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of six (6) years or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

E. **Disallowed Costs.** The Grantee agrees that any payment or payments made under this Agreement shall be subject to reduction for amounts that are found on the basis of any audit examination not to constitute allowable costs under Section II.E. The Grantee shall refund by check payable to the Department the amount of such reduction within thirty (30) days.

F. **Overpayment.** In the event that the amounts of the Department's payments to the Grantee exceed the reimbursable expenses presented by the Grantee to the Department, the Grantee agrees to refund the excess payments by check payable to the Department within thirty (30) days.

G. **Dual Payment.** The Grantee shall not be compensated for or receive any other form of dual payment for work performed under this Agreement from any agency of the State or the United States of America or any other entity.

H. **Attorney Fees.** Except for defense costs and expenses pursuant to Section III.M. of this Agreement, no party is entitled to recover attorney fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Agreement.

I. **Governing Law; Venue; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of State without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, Claim) between the Department (or any other agency or department of State) and the Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon, and the Grantee hereby consents to the *in personam* jurisdiction of such courts, waives any objection to venue in such courts, and waives any claim that such forum is an inconvenient forum; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this provision or any other provision of this Agreement be construed as a waiver by State of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court.

J. **Compliance with Workers' Compensation.** The Grantee shall require that all employers, including the contractor (the Grantee, or if other than the Grantee), that employ subject workers who work under this Agreement in State shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless the employers are exempt under ORS 656.126(2). The Grantee and the contractor (if other than the Grantee) shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with, these requirements.

K. **Compliance with Applicable Law/Nondiscrimination/Model Assurance Statement.**

1. The Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the Grantee's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.

2. Without limiting the generality of the foregoing, the Grantee expressly agrees to comply with: (i) Title VII of the Civil Rights Act of 1964; (ii) Title VII of the Civil Rights Act of 1964; (iii) Drug Free Workplace Act of 1988, P.L. 110-690; (iv) Title VI of Civil Rights Act of 1965; (v) Section V of the Rehabilitation Act of 1973; (vi) the Americans of Disabilities Act of 1990 and ORS 659.425; (vii) all regulations and administrative rules established pursuant to the foregoing laws; and (viii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

3. The Department's performance under this Agreement is conditioned upon the Grantee's compliance with the obligations required for public contracts under ORS 279B.220, 279B.225, 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated by reference herein. The Grantee shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as recycled product is defined in ORS 279A.010(1)(ii))

4. The Grantee offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the Grantee on the basis of race, color, national origin, age, sex (in education activities) or disability.

L. **Sub-contracts Compliance with Applicable Law.** Any underlying sub-contracts to perform work consistent with this Agreement shall be awarded by the Grantee based on a competitive Public Contracting (Procurement) process, consistent with the Oregon

statutory and regulatory requirements applicable to the Public Contracting Oregon Revised Statutes, ORS 279A, 279B and 279C, or such other process that encourages competition, openness and impartiality.

M. **Indemnification.** THE GRANTEE AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY STATE AND ITS DEPARTMENTS, AGENCIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE RESULTING FROM, ARISING OUT OF OR RELATING TO THE ACTS OR OMISSIONS OF THE GRANTEE, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS AGREEMENT.

N. **State Tort Claims Act.** The parties agree that the Grantee is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.

O. **Amendments; Waiver.** This Agreement may be amended to the extent permitted by applicable statutes and administrative rules. No waiver, consent, or amendment of terms of this Agreement shall bind either party unless in writing and signed by the Department and the Grantee, and all necessary approvals have been obtained. The Grantee shall execute a Certificate of Compliance regarding tax certification each time this Agreement is renewed or extended by the parties, as per Section III.W. of this Agreement. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

1. Any requests for an amendment to this Agreement, such as changes to the budget, timeline or scope of work, must be approved by ODFW. The Grantee shall submit requests to the ODFW PFA Grant Coordinator on the Grantee's letterhead (with signature) for ODFW's review and approval. Changes will not take effect until both parties execute a signed written amendment to the Agreement, and all required approvals consistent with applicable law have been obtained.

P. **Representations and Warranties.** The Grantee hereby represents and warrants that:

1. The Project shall be performed in a timely manner by qualified personnel in accordance with applicable professional standards.

2. The Grantee has the authority to enter into and perform in accordance with this Agreement and that this Agreement, when executed and delivered, is a valid and binding obligation of the Grantee that is enforceable in accordance with its terms.

Q. **Binding Agreement.** The provisions of this Agreement shall be binding upon and shall inure to the benefits of the Department and the Grantee and the respective successors and assigns.

R. **Severability.** The Department and the Grantee agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term of provision held to be illegal or invalid.

S. **Integration.** This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement between the parties on the subject matter thereof and merges all prior and contemporaneous communications with respect to such subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

T. **Notice.** Notices under this Agreement shall be given in writing by email, personal delivery, express courier, or United States Postal Service, postage prepaid, to the Grantee or the Department at their respective address or number set forth below, or to such other addresses or numbers as each party may designate for itself in writing. Any notice so addressed and mailed shall be deemed to be given five (5) business days after mailing. Any notice given by personal delivery or express courier shall be deemed to be given immediately upon such delivery, provided such delivery is made to the person indicated below:

Department:

Oregon Department of Fish and Wildlife
Andrew Spyrka, Private Forest Accord Grant Coordinator
Private Forest Accord Mitigation Grant Fund
4034 Fairview Industrial Drive SE
Salem, OR 97302
Phone: 503-871-2421
Email:Andrew.J.SPYRKA@odfw.oregon.gov

Grantee:
«Organization_Primary_Contact_First_Name»

«Organization_Primary_Contact_Last_Name»
Business Name: «Organization_Name»
Address: «Organization_Address_1» «Organization_Address_2»
«Organization_City», «Organization_State» «Organization_Postal_Code»
Work Phone: M: «Organization_Primary_Contact_Mobile»
Email: «Organization_Primary_Contact_Email»

U. **Counterparts.** This Agreement may be executed in several counterparts, 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.

V. **Survival.** In addition to all provisions which by their nature extend beyond termination or full performance, the following provisions shall remain in effect beyond any termination or full performance: Sections I.B., II.I., III.C. through III.I., III.M., III.N., III.P. and III.Q.

W. **Tax Certification.** The individual signing this Agreement for the Grantee swears or affirms, under penalty of perjury, that he or she is authorized to act on behalf of the Grantee, has authority and knowledge regarding the payment of taxes, and that the Grantee is, to the best of his or her knowledge, not in violation of any state taxes administered by the Department of Revenue under the tax laws of this state and local taxes administered by the Department of Revenue under ORS 305.620. For purposes of this Contract, Oregon tax laws do not include ad valorem property taxes collected by counties.

X. **Insurance.** Grantee shall obtain and maintain insurance in the types and amounts as set forth in Exhibit D. Grantee shall furnish to the Department a Certificate of Insurance for the coverage and limits set forth in Exhibit D, which is to be in force and applicable to the Project throughout the term of this Agreement. If any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee must ensure the liability and risks related to the Project are insured to the extent that similar insurance customarily carried by entities constructing, operating and maintaining similar work is required.

Y. **Emergency Notification and Project Performance Issues.** The Grantee shall immediately notify the Oregon Department of Fish and Wildlife Private Forest Accord (PFA) Grant Coordinator, the regional PFA Stream Biologist, and any other appropriate ODFW regional staff upon becoming aware of any emergency, project failure, or unanticipated condition that may affect project performance, public safety, infrastructure, or compliance with applicable permits or landowner agreements. This includes, but is not limited to, events such as project blowouts, structural failure, material mobilization, flood damage, or other natural or human-caused impacts.

1. Notification by the Grantee shall occur as soon as practicable, and no later than the next business day, to allow ODFW to coordinate an appropriate response, provide technical assistance, and ensure timely communication with relevant partners and land managers. ODFW may also require the Grantee to complete an After Action Report, using a form provided by ODFW, to document the event and provide additional information and clarity.

2. The following contact information is provided for reference when sending notification:
    a. PFA Grant Coordinator: Andy.j.spyrka@odfw.oreogn.gov
    b. Local PFA Stream Biologist Found here: https://www.dfw.state.or.us/habitat/PFA/docs/PFA_GrantProgram_RegionsMap.pdf

In witness thereof: the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

Z. **Stop Work Order.** The Department may, at any time, by written notice to the Grantee in accordance with section III.T above, require the Grantee to stop all, or any part, of the work or activities specified in this Agreement for a period deemed appropriate by the Department after the notice is delivered. Upon receipt of such notice, the Grantee shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocated to the work covered by the notice during the period of work stoppage.

The Department may issue a Stop Work Order if the Grantee fails to comply with any material provision, term, condition, or timeline of this Agreement, or if the Department determines that immediate suspension of work is necessary to protect public health, safety, environmental resources, or public funds.

Within the stop work period, the Department shall either:

- Cancel the Stop Work Order and authorize the Grantee to resume work, provided the Grantee has resolved or cured the underlying non-compliance or concern to the Department's satisfaction; or
- Terminate this Agreement pursuant to Section III.A.4 (Termination for Cause by the Department).

If a Stop Work Order is canceled or expires, the Grantee shall resume work. The Department is not liable to the Grantee or any subcontractor for any costs, expenses, or losses resulting from a Stop Work Order issued under this section, and no grant funds shall be reimbursed for work conducted during any period of authorized work stoppage.

STATE OF OREGON:
Acting By and Through the Oregon
Department of Fish and Wildlife

By:_____
Ken Loffink
Acting Deputy Director for Administration

Date:_____

Address:

Attention – Contract Services
4034 Fairview Industrial Dr SE
Salem, OR 97302

GRANTEE:
«Organization_Name»

By:_____

Title:

Date:_____

Address:

_____

_____
Federal Employer Identification #

EXHIBIT A

Project Description

Project Goal Statement

Project Goal Statement

Project Abstract

Project Abstract

Use of ODFW funds

ODFW Funding

The following conditions are set forth as Grantee actions based on the Project Objectives:

Implementation

Deliverables & Objectives Tables

Measureable Project Objectives

At least 1 Objective

Project Deliverables

at least 1 Deliverable

EXHIBIT B
Project Budget Sheet

EXHIBIT C
Grantee's Approved Grant Application to the Department

The Grantee's Approved Grant Application is hereby incorporated by reference into this Agreement, and can be found online in the Grant Management System.

EXHIBIT D
Insurance Requirements

EXHIBIT E
Archaeological and Human Remains Inadvertent Discovery Plan (IDP)

Exhibit F
Landowner Acknowledgement Forms

PFA Grants Program – Landowner Acknowledgement Form

This is a template form intended for use as part of the PFA Grants Program application process.

Project Title:

_____

Project Address/Location:

_____

Landowner Name:

_____

Grantee Organization Name:

_____

Landowner Acknowledgement

I, the undersigned, am the legal owner (or authorized representative of the legal owner) of the property identified above. I have been informed of the proposed project and grant application being submitted to the PFA Grants Program, and I acknowledge that the project activities may occur on the above-referenced property if funding is awarded.

I understand that:

- **This form is being submitted with an ODFW PFA Grants Application request for funding.**
- **This form does not represent formal consent to access or alter the property; separate agreements may be required as part of project implementation.**
- **This acknowledgement is for informational and planning purposes as part of the grant application.**
- **I may request additional details about the project scope and timeline at any time from the applicant (grantee).**

Landowner Signature: _____

Printed Name: _____

Date: _____

Grantee Signature: _____

Printed Name & Title: _____

Organization: _____

Date: _____

EXHIBIT G
Grantee's Notice of Award Letter

Exhibit H
PERMITS AND LICENSES

Before the release of Grant Funds for Project activities requiring a permit or license, or for activities dependent on portions of the Project for which a permit or license has yet to be issued, Grantee must submit to ODFW PFA Grants copies of all required permits or licenses or submit written evidence acceptable to the Board that permits and licenses are not required.

ODFW PFA Grants may release funds for elements of the Project that do not require a permit or license. To be considered for release, Grantee must provide written documentation to ODFW PFA grants requesting such consideration and affirming that the Project element(s) for which no permits or licenses are required will lead to ecological benefits 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.

The following are often required for projects involving waterway alteration or watershed enhancement.

- Removal/Fill permit(s) – Dept. of State Lands
- Water Right Permit(s) – Water Resources Dept.
- Zoning or Development Permit(s) – City or County Planning Department
- State, Federal and Tribal Cultural Resources Protection permits
- 401 Water Quality Certificate – Department of Environmental Quality
- Fill permit(s) – US Army Corps of Engineers
- City or County permit(s)

The foregoing list of permits and licenses is not exhaustive. Grantee is responsible for determining which permits, licenses, or other authorizations are required for the Project.
Instructions to Grantee: List the components of your Project requiring permits or licenses. By your signature on this Agreement, you certify to ODFW PFA Grants that the following is a complete and accurate list of the Project components requiring permits or licenses and the associated permits or licenses.

Project Activity Requiring Permit/License	Permit/License Name and Entity Issuing

☐ The work related to this Project will not require permits or licenses.