

# Agreement

No. xx-2025

This Contract is between the **Lower Columbia Estuary Partnership** (“**Estuary Partnership**”),  
an Oregon nonprofit corporation, and  
[insert name] (“**Contractor**”).

Contractor	Estuary Partnership
Organization:	Organization: Lower Columbia Estuary Partnership
Project Officer:	Project Officer: Elaine Placido
Title:	Title: Executive Director
Address:	Address: 400 NE 11 <sup>th</sup> Ave. Portland, OR 97232
Phone:	Phone: (503) 226-1565
Fax:	Fax: (503) 226-1580
E-mail:	E-mail: eplacido@estuarypartnership.org
Business Designation: <input type="checkbox"/> Corporation (check one) <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other	Financial Accounting Jana Magnuson Coordinator: Phone: (503) 500-5299
Tax ID#:	
Certified Minority, Women or Emerging <input type="checkbox"/> Yes <input type="checkbox"/> No Small Business Firm?	
Number:	

## TERMS & CONDITIONS

- Effective Date and Duration.** This Contract shall become effective on the date it has been signed by Estuary Partnership. Unless terminated or extended, this Contract shall expire when Estuary Partnership accepts Contractor's completed performance.
- Statement of Work.** The Statement of Work (the “Work”), including the delivery schedule for such Work, is contained in the Contract Documents. Contractor agrees to perform the Work in accordance with this Contract and between June 16, 2025 (“Begin Date”) and August 22, 2025 (“End Date”).
- Contract Documents.** This Contract includes this contract, General Conditions, drawings, specifications, and addenda, each of which is incorporated by this reference.

4. **Amendments.** No Term or Condition of this Contract, including the Work, shall be amended without review and written consent by Estuary Partnership. Such amendment shall be made through a formal written amendment, executed by both parties prior to the amendment being implemented.
5. **Payments and Consideration.**
- a) Estuary Partnership agrees to pay Contractor as stipulated in the Contract Documents for accomplishing the Work.
  - b) **Progress Payments.** Contractor shall submit an Application for Payment every 30 days after Work starts. Each Application for Payment shall be in accordance with section 18. C. of the General Conditions. Contractor shall send Applications for Payment either: 1) via e-mail, as a single pdf attachment, to: **invoices@estuarypartnership.org**, or 2) as a printed hard copy to: **Financial Accounting Coordinator, Lower Columbia Estuary Partnership, 400 NE 11<sup>th</sup> Ave., Portland, OR 97232.**
  - c) **Retainage.** Estuary Partnership shall make progress payments on the basis of Contractor's Applications for Payment in the amount equal to 95% of the value of the Application for Payment. Upon Final Completion, Estuary Partnership shall pay the remainder of the Contract Price.
6. **Publicity, Release of Information and Work Citation.** Contractor shall not hold press conferences, issue press releases, or otherwise make public statements regarding this Contract or the Work, release reports or make presentations without prior review and written approval from Estuary Partnership. Any such activities as approved by Estuary Partnership shall require the Contractor to indicate that the Work was made possible by Estuary Partnership.
7. **Termination.** See sections 15-17 of the General Conditions.
8. **Lobbying and Litigation.** Contractor acknowledges it is prohibited from using any funds from this Contract to engage in any lobbying effort, including to the Federal Government, or litigation, including against the United States.
9. **Relationship of Parties.** Contractor and Estuary Partnership acknowledge and understand that (i) neither Estuary Partnership nor Contractor is the agent or partner of the other; (ii) this Contract shall not be construed as creating a joint venture between Estuary Partnership and Contractor; (iii) neither Estuary Partnership nor Contractor shall be responsible for the debts or obligations of the other; and (iv) neither Estuary Partnership nor Contractor has the authority to bind or act on behalf of the other.
10. **Confidentiality and Proprietary Information.** Contractor shall use "Confidential Information," as defined herein, only to perform the Work. Contractor, its employees and agents, shall not in any manner disclose Confidential Information except for the sharing of such information with its employees or agents (a) who require such information in conjunction with the performance of the Work (b) who agree in writing to be bound by the restrictions of this Section, and (c) for whose conduct Contractor shall be strictly responsible. Contractor shall maintain all Confidential Information in strict confidence and shall take all reasonable precautions to ensure that Confidential Information is not willfully or inadvertently disclosed by it or any of its employees or agents in a manner contrary to this Contract. In no event shall Contractor or any of its employees or agents use any of the Confidential Information for personal benefit, to the detriment of the Estuary Partnership, to aid in the business of any rival concern or entity or for any purpose other than performing the Work. Notwithstanding the foregoing, Contractor may disclose Confidential Information to a governmental agency or regulatory body to the extent that disclosure is required by law, court order, or subpoena, provided that Contractor shall notify Estuary Partnership promptly after Contractor is notified that disclosure is required.

"Confidential Information" is all of Estuary Partnership's business and operational plans; budgets; grant writing, grant application strategies and the results of research about funding sources; work plans and papers;

work products; funding sources; contacts; specifications; strategies; methodologies; techniques; financial statements and projections; information that Estuary Partnership is legally or contractually obligated to keep confidential; and any other information that Estuary Partnership, in its reasonable discretion, considers to be confidential, proprietary or sensitive; in all instances regardless of whether such information is disclosed orally or in written or electronic form or is derived or prepared by Contractor.

11. **Attorney Fees.** With respect to any dispute relating to this Contract, or in the event that a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Contract, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.
12. **Governing Law.** This Contract is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding relating to this Contract (collectively, a "Claim") shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; 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. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
13. **Dispute Resolution.** If the Parties hereto disagree on the interpretation or performance of this Agreement, they shall first make every reasonable effort to resolve the dispute amicably between each other. If after such attempts they are still unable to reach agreement, they shall enter into mediation in a good faith attempt to resolve their differences. If the parties are unable to resolve their differences through mediation, then either party may pursue this matter in a court of competent jurisdiction.
14. **Independent Contractor; Responsibility for Taxes and Withholding**
  - a) Contractor shall perform all required Work as an independent contractor. Although Estuary Partnership reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed, and (ii) to evaluate the quality of the completed performance, Estuary Partnership cannot and shall not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
  - b) Contractor shall be responsible for all federal, state, or other taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Estuary Partnership shall not withhold from such compensation or payments any amount(s) to cover Contractor's federal, state or other tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.
15. **No Third-Party Beneficiaries.** Estuary Partnership and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall 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 Contract.
16. **No Warranty by Estuary Partnership; Disclaimer.** Any information provided by Estuary Partnership is provided As-Is, Where-Is, without representation or warranty of any kind. WITHOUT LIMITATION, THE IMPLIED

WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY ARE DISCLAIMED.

17. **Merger Clause; Waiver.** The Contract Documents constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract 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 Estuary Partnership to enforce any provision of this Contract shall not constitute a waiver by Estuary Partnership of that or any other provision.
18. **Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, e-mail, facsimile, or mailing the same, postage prepaid, to Contractor or Estuary Partnership at the address or number set forth on the first page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Estuary Partnership, such facsimile transmission must be confirmed by telephone notice to Estuary Partnership's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
19. **Severability.** The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, 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 Contract did not contain the particular term or provision held to be invalid.
20. **Counterparts.** This Contract 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 Contract so executed shall constitute an original.

**Certification:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury:

- a) the number shown on the first page is Contractor's correct taxpayer identification; (*Information not matching IRS records could subject Contractor to 31 percent backup withholding*)
- b) Contractor is not subject to backup withholding because
  - i) Contractor is exempt from backup withholding,
  - ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
  - iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding;
- c) Contractor is a U.S. person (including a U.S. resident alien);
- d) Contractor is an independent contractor as defined in ORS 670.600;
- e) Contractor is, and will continue to be, in compliance with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction, including, without limitation, any anti-bribery statutes and laws requiring business permits, certificates, and licenses required to carry out the Services under this Agreement. Contractor has received, read, understood, and agreed to comply with the relevant Federal laws as set forth in Exhibit E; and
- f) the above Contractor data is true and accurate.

**CONTRACTOR**

**ESTUARY PARTNERSHIP**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### Compliance with Applicable Federal Contracting Laws

Compliance with Federal Law and Contracting Rules.

**Contracts whose funding is identified in Exhibit A of Contract as federal must comply with each provision below.**

- A. **Payment.** Estuary Partnership shall disburse funds in accordance with the terms and conditions of this Contract and the Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (commonly called "Uniform Guidance"), as applicable.
- B. **Compliance with Laws.** Contractor shall comply with all other local, state, and federal laws, rules, regulations, and guidelines to which it or this Contract may be subject (the "Laws"), including but not limited to the applicable provisions of 40 CFR Chapter 1 Subchapter B, applicable Office of Management and Budget ("OMB") circulars. The inclusion of any specific legal requirements under any of the Laws in these Terms & Conditions does not relieve the Contractor of any of its other obligations under any of the Laws. Contractor further agrees to keep current on any changes in any of the Laws.
- C. **Property.** Contractor agrees to comply with all applicable provisions of OMB's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* relating to property, equipment, and supplies acquired with this Contract listed in 2 CFR Part 200 Subpart D (as updated). Contractor is subject to all provisions relating to intangible property rights, including but not limited to, the provision relating to the reservation by the Environmental Protection Agency (EPA) of a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use any copyrighted work produced by this Contract for federal purposes, and to authorize others to do so.
- D. **Procurement Responsibilities.** Contractor agrees to comply with the procurement requirements mandated by the EPA in its Cooperative Agreement with Estuary Partnership, and the procurement standards listed in 2 CFR Part 200 Subpart D (as updated). Contractor shall ensure that the applicable contract provisions listed are included in any contract awarded by Contractor.
- E. **Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, Build America, Buy America Act, Pub. L. No. 117- 58, Section 70901-52.** Contractor must comply with section 70914 of the Act, including by the incorporation of a Buy America preference in the terms and conditions of each award with an infrastructure project. The Act requires the following Buy America preference:
  - 1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - 2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.
  4. Subject to subsequent approved federal agency specific waivers.
- F. **Contract Provisions.** Contractor shall comply with Contract Provisions for Non-Federal Entity Contracts Under Federal Awards as listed in OMB's Appendix II to Part 200, Title 2.
- G. **Conflict of Interest.** Contractor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 CFR Part 200.
- H. **Equal Employment Opportunity.** During the performance of this contract, the contractor agrees to comply with the Equal Opportunity Clause as stated in 41 CFR Chapter 60.
- I. **Davis - Bacon**
1. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
  2. Contractor shall comply with with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- J. **Contract Work Hours.** Where applicable, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- K. **Clean Air Act.** Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the EPA.
- L. **Anti-Lobbying.** Contractor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

M. **Telecommunications.** Prohibition on certain telecommunications and video surveillance services or equipment. Contractor is prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.



## EXHIBIT B

### Compliance with Applicable State and Local Laws

The Contractor shall comply with all applicable state and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** During the performance of this contract, the Contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies.
- B. **Secular Use of Funds.** No funds awarded under this contract may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Restrictions on Funding.** No part of any funds provided under this contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this contract shall be used to pay the salary or expenses of any Contractor, or agent acting for such Contractor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.