



**BONNEVILLE ENVIRONMENTAL FOUNDATION (“BEF”)  
MONETARY GRANT AGREEMENT  
 (“Agreement”)**

**Organization:** Pheasants Forever Inc. (“Grantee”)  
**Grant ID:** <<WA-####>>  
**Approved Amount:** \$150,000  
**Grant Period:** 03/31/22 - 12/31/25

- A. Grant:** Bonneville Environmental Foundation (“BEF”) hereby awards a grant in the amount stated above to be used in accordance with the “Grant Purpose” described in **Exhibit A** attached hereto and incorporated herein by this reference.
- B. Use of Funds:** Grantee will use the funds granted under this Agreement (“Grant Funds”) only in accordance with the terms of this Agreement and for carrying out the project described in the Grant Purpose (the “Project”). Grantee will not use any portion of the Grant Funds in support of the following: to carry on propaganda; to attempt to influence any legislation, either by direct or grassroots lobbying; to seek to influence the outcome of any election or voter registration drive; to make grants to individuals on a non-objective basis; or for any non-charitable purpose.
- C. Public Relations Activities:** Except for any promotional claims made by [BEF or] third parties in accordance with paragraph E with respect to Environmental Water Benefits or other benefits resulting from the Project, any promotional activities associated with the Project that pertain to BEF or BEF’s clients must be jointly approved, in advance, by BEF and Grantee, including but not limited to Project descriptions for websites, media events and the preparation of joint press releases by Grantee, BEF, or BEF’s clients.
- D. Grantee’s Report:** Grantee will submit to BEF grant reports on its activities and confirmation of funds spent related to the Project in accordance with the reporting schedule described in **Exhibit B**. Any additional requirements, terms or conditions related the Grant provided in **Exhibit B** attached hereto are incorporated herein by this reference. If applicable, Grantee will report the portion of the Environmental Water Benefits (as defined in **Exhibit B**) funded by BEF through this Agreement by completing

the form provided in **Exhibit C** attached hereto and incorporated herein by this reference.

- E. Grantee Acknowledgments:** Grantee acknowledges that BEF intends to report to third parties the portion of Environmental Water Benefits that are placed, restored, protected, produced and/or secured as a result of funding for the Project. Grantee acknowledges and agrees that any and all claims reported by BEF will be based on the funding provided by BEF and may include representations regarding the environmental, agricultural and/or social benefits that may occur as a result of the Project.

Grantee acknowledges and agrees that BEF and other third parties may claim to have funded Environmental Water Benefits that have resulted in conservation, habitat, water quality, and/or water supply benefit as a result of the Project, in whole or part, and may claim to have offset or balanced their water use or otherwise make corporate social responsibility (CSR), environmental and/or sustainability claims as a result of funding for this Project. Grantee acknowledges that BEF intends to transfer to third parties the right to claim to have funded all or some portion of the Environmental Water Benefits that are generated as a result of funding provided by BEF for the Project and shall take no action that may prevent BEF from selling or transferring all such claiming rights with respect to the Project. Grantee shall retain full rights to claim to have brokered, arranged, found, and otherwise facilitated all of the Environmental Water Benefits occurring as a result of the Project.

- F. Grantee's Legal and Tax Status:** Grantee represents and warrants that: (a) it is a nonprofit corporation duly organized, qualified to do business, and in good standing under the laws of Idaho; (b) the execution, delivery and performance of this Agreement by Grantee is duly authorized; and (c) Grantee's performance of this Agreement and carrying out the Project will not violate any agreement or obligation between Grantee and any third party. Grantee represents that it is a tax-exempt organization described in Section 501(c)(3) of the Code, and that it is not a "private foundation" as defined in Section 509(a) of the Code. Grantee agrees to notify BEF immediately of any changes in its legal or tax status or any other changes related to the representations and warranties in this paragraph during the term of this Agreement.

- G. Grant Review:** At BEF's request at any time during the term of this Agreement and for three years thereafter, Grantee will permit one or more representatives of BEF to visit Grantee's premises and review Grantee's activities with respect to the Project and Grant Purpose as described in **Exhibit A**, and will permit BEF, at its own expense, to conduct an independent financial and/or programmatic audit of the Project and expenditure of the Grant Funds. Grantee will maintain complete and accurate financial and other records related to the Project for at least three years after the term of this Agreement.

- H. Indemnification:** Grantee will indemnify and hold the BEF, its directors, officers, employees, consultants, representatives and agents harmless from and against all third party claims, liabilities, suits, demands, losses, judgments, fines, penalties, interest,

expenses and costs (including, without limitation, reasonable accounting and attorneys' fees and disbursements) which result from any breach of the Grantees' representation or warranties made in relation to this Agreement, or from any breach of the terms of this Agreement, or from any negligent acts or omissions of the Grantee, its directors, officers, employees, consultants, representatives or agents relating to or in any way connected with the activities conducted pursuant to this Agreement or the Project.

- I. **Legal Compliance.** Grantee will comply with all applicable laws, rules or regulations in any jurisdiction in which it conducts activities, including all activities related this Agreement and the Project.
- J. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to any conflict of laws principles under Oregon law. Each party submits to the exclusive jurisdiction and venue of the federal and state courts located in Multnomah County in the State of Oregon in any action or suit in connection with this Agreement.
- K. **Notices:** All notices or reports under this Agreement may be hand delivered, or sent by regular mail or electronic mail to a known current email address and shall be addressed as follows or to such successor addresses as the parties may designate:

BEF:	Bonneville Environmental Foundation 1500 SW 1 <sup>st</sup> Avenue, Suite 885 Portland, OR 97201 Attn: Aisha Heredia, Sr. Program Manager BWS
Grantee:	Pheasants Forever Inc. 1783 Buerkle Circle St. Paul, MN 55110 Attn: Michael Brown, SGI Field Capacity Coordinator <a href="mailto:mbrown@pheasantsforever.org">mbrown@pheasantsforever.org</a>

- L. **Relationship of Parties.** The relationship between BEF and Grantee is solely that of grantor and Grantee. BEF and Grantee are not engaged in an employer-employee relationship, partnership, joint venture or agency contract of any kind. Neither party has authority to create any obligations, express or implied, on behalf of the other. Grantee is responsible for all acts or omissions of any of its directors, officers, employees, contractors, agents and affiliates assisting with the Project and their compliance with this Agreement.
- M. **Term.** This Agreement shall commence on the date it has been executed by BEF and Grantee and continue until completion of the Project, unless terminated earlier as provided in this Agreement.

**N. Termination.** Grantor has the right to terminate this Agreement, after 30 days written notice to cure, if it determines that any of the following events has occurred:

- a. Grant funds have not been or will not be expended reasonably or prudently for the purposes specified in this Agreement;
- b. Grantee has violated any federal, state, or local law or regulation; or
- c. Grantee has failed to fully comply with the terms of this Agreement, including an unapproved deviation from the grant proposal.

**Requirements Upon Termination.** From and after delivery of notice of termination by BEF, Grantee shall act to mitigate any losses and retain any unexpended Grant Funds received under this Agreement. Upon termination, Grantee shall promptly submit to BEF any grant reports required under this Agreement and return to BEF any unexpended funds received under this Agreement.

**O. Survival.** Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect following the term of this Agreement.

**P. Miscellaneous:** This Agreement shall be binding upon, inure to the benefit of, and may be enforced by, each of the parties to this Agreement and its successors and permitted assigns. This Agreement shall not be assigned without the prior written consent of BEF. Each provision of this Agreement shall be considered separable, and if, for any reason, any provision or provisions hereof are determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument. This Agreement, including any schedules, amendments, modifications, waivers, or notifications relating thereto may be executed and delivered by facsimile, electronic mail, or other electronic means.

**[Signatures on following page]**

**SIGNATURES:**

The persons signing below represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign.

**Bonneville Environmental Foundation**

**Pheasants Forever Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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

## Exhibit A: GRANT PURPOSE

**Project Name:** Low-Tech Process-Based Restoration of Riverscapes & Rangelands in Middle Bear

**Project Type:** Groundwater recharge, conifer removal, and stream flow restoration

**Project Description:** The Bear River Watershed covers 7,500 square miles and represents a typical Western working lands landscape, making it an ideal landscape in which to implement Low-tech process-based restoration (LTPBR) conservation projects. LTPBR has already been used on a limited basis across the watershed with the intent to restore natural hydrologic processes that protect and enhance water resources, but funding is limiting our ability to realize the true potential of these projects. The conservation opportunity within this landscape is huge. There are at least 370 stream miles that are suitable for LTPBR on private lands within Bear River Watershed and close to 575 miles (~54,000 acres) in the broader project area (including public lands) that have been evaluated as good candidates for restoration with LTPBR. Existing research supported by NRCS (Silverman et al. 2018) has shown that such work results in reduced variability in water supply with regards to seasonal precipitation and a 25% increase in vegetation productivity, with improvements that continue to accumulate over time after restoration has taken place. Riparian restoration also provides an opportunity to reduce climate impacts by storing above- and below-ground carbon and creating areas that are less likely to burn, thereby reducing the volatility of carbon sequestered in these systems (Fairfax and Whittle 2020). Moreover, rebuilding a riverscape's capacity and health increases resilience for local producers and ranchers through increased water security, enhanced forage productivity, reduced flooding risk, and resilience to wildfire (Fairfax and Whittle 2020) and has been shown to produce positive, population-scale responses to an endangered salmonid population (Bouwes et al. 2016). These conservation practices provide benefits to many other water-concerned parties, including corporate water users, irrigation districts, municipal water supplies, recreational users, and wildlife. Ultimately, these projects enhance the resiliency of the watershed and the communities, economies, people and wildlife that depend on them. By continuing to invest in these projects and because of the cumulative effect that they have out ability to strengthen western water will only grow with investments such as those available now.

**Project Location:** Birch Creek, Station Creek and Mink Creek, Franklin County, Idaho

**Anticipated environmental benefits:** Improvements to riverscape health and range/forest health, which slow the flow and increase natural water storage over 4 miles of riverscape and 150 acres of conifer removal would increase the amount of water entering the system. Similar efforts in this watershed where a footprint of 0.3 mi and 25 structures with 9 translocated beaver led to an impact over 3 mi where beaver expanded into and started building dams and built an additional 175 dams. We saw a ten-fold increase in abundance of Cutthroat trout post project, as well as extending the days the creek flowed on average over 65 days (moved from drying up in early July to mid September). The increase in transient water storage led to an increase from 5% of valley bottom inundated at low flow to 27% of valley bottom inundated at exact same baseflow rate. This hydrologic attenuation, elevates and extends late season baseflows and

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physically creates a 5-fold increase in aquatic habitat. We anticipate the proposed efforts will extend those improvements to five more miles of riverscape in the vicinity. 1.5 of those miles are on Birch Creek further downstream and might be enough to restore year-round flow to the creek. The other 3.5 miles are in nearby systems and would have similar affects.

**Potential water volume associated with the project:** At 5 miles, we estimate the increase in transient water storage (i.e. natural infrastructure savings) to be about 17.5 acre feet. On the conifer removal side, we estimate the savings to be 6,750,000 gallons of water per year (mature conifers use an estimated 30 gallons of water per day).

**Total cost:** \$295,000 Total. We had roughly \$95,000 combined for the work on 0.3 miles of Birch Creek, and 1.0 mile of Station Creek. Given our previous work in the area, we think we can treat 5 miles for \$30K/ mile for a total of \$150,000. We hope to target roughly 125 to 150 acres of conifer removal in these areas at a cost of roughly \$50,000.

**Project Timeline:** Permits have already been secured for 2.5 miles of the 5 proposed miles and are in place. Additional permitting, planning and design will be completed in Spring/Summer of 2022 and construction in late summer 2022 and fall 2022. A second phase of implementation with lighter maintenance and adaptive management would commence in summer 2023. While we are just asking for short term funding there are hundreds of these projects that could be funded throughout the watershed for years to come.

Attachment A – Figure 1. Beaver Dam Capacity for the Bear

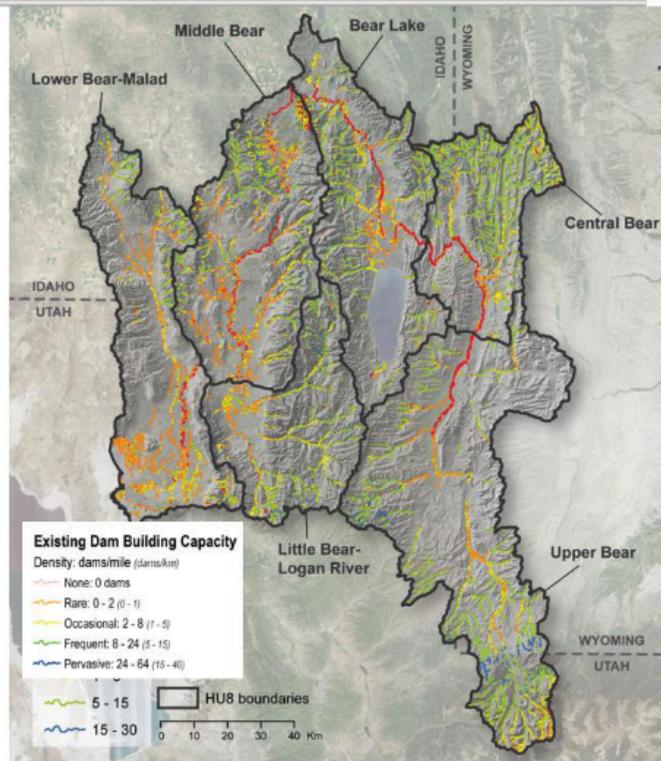
# BEAVER DAM CAPACITY FOR THE BEAR

**Maximum capacity =  
41,484 dams  
10 dams/mi**

- Upper Bear highest capacity 13,331 dams (13 dams/mi)
- Lower Bear-Malad lowest capacity 3526 dams (5 dams/mi)
- Little Bear / Logan is @ 18% of 7402 dam capacity (i.e. 1313 dams)
- Highest capacities in headwater streams

**Valley-bottoms cover  
~8% of the basin**

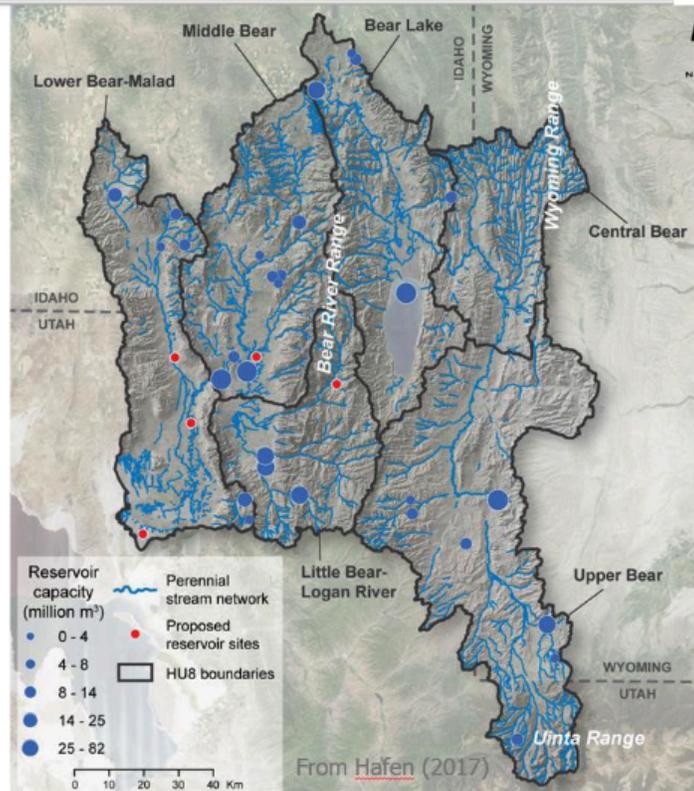
From [Hafen \(2017\)](#)



Attachment A – Figure 2. The Bear River Basin: Some Big Numbers

## THE BEAR RIVER BASIN: SOME BIG NUMBERS

- 4100 mi perennial streams
- Annual precipitation ~8.6 million acre-feet with ~43% snow
- Annual discharge to Great Salt Lake ~ 1.4 million acre-feet
- Current reservoir storage ~310,000 acre-feet
- Proposed reservoir storage = ~250,000 acre-feet
- Projected losses of peak snow water equivalent from 800,000 to 2.3 million acre feet



**EXHIBIT B: EXPECTED PROJECT OUTCOMES**

**DEFINITION OF TERMS**

"**Acre-foot**" refers to a volume of water equal to standing water one foot in depth covering an area of one acre.

"**Environmental Water Benefit**" means a hydrologic system improvement that helps maintain healthy aquatic ecosystems and may improve flows, routing and/or inputs of water for the following purposes: to augment existing flows; protect instream flows; deliver, retain, or make water available to support the irrigation, maintenance, and/or reestablishment of native vegetation, enhance water availability to support meadow, wetland, or floodplain functions; enhance groundwater infiltration or recharge; reduce or attenuate flooding; or improve water quality by reducing pollutant inputs that impair surface or groundwater resources.

"**Volumetric Environmental Water Benefit**" means an Environmental Water Benefit produced by implementation of a project that can be reported, modeled, measured, and/or estimated in acre-feet, gallons, liters, or cubic meters.

"**Expected Quantity**" means the volume of water reported in acre-feet, that is restored, protected, enhanced and/or secured for Environmental Water Benefit which it is reasonably anticipated will occur as a result of the implementation of the Project as described in **Exhibit A**.

"**Project Year**" is the period during which Volumetric Environmental Water Benefits are expected to be generated, realized or achieved.

"**Specified Resource**" is the waterbody, aquatic resource, river segment and/or geographic location where the project achieves Environmental Water Benefits.

**DESCRIPTION OF THE PROJECT SITE**

Please describe below the Specified Resource that will benefit from implementation of the Project as described in **Exhibit A**:

<p><b>Specified Resource: (include stream, river, or water body name and define the project location where benefits are expected to occur):</b></p>	<p>Middle Bear River sites: Birch Creek, Station Creek and Mink Creek, Franklin County, Idaho</p>
<p><b>GPS Waypoints or Other Identifying Criteria:</b></p>	<p>Please provide GPS waypoints</p>

<b>Agent of Environmental Water Benefits:</b>	Pheasants Forever Inc.
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**PROJECT COSTS AND CONTRIBUTIONS**

<b>Total estimated Project costs</b> (includes BEF funding and may include other project funding utilized to facilitate Environmental Water Benefits):	\$295,000
<b>BEF funding for the Project:</b>	\$150,000
<b>BEF Percentage of Project costs</b> (formula: funding provided by BEF divided by total Project costs):	50.85%
<b>Project Year</b> -- list calendar year when project completion/implementation is expected	2022 – Construction of BDA 2023 – Adaptive management

**TIMING AND QUANTITY OF ENVIRONMENTAL WATER BENEFITS**

X  Check here if project **IS** expected to generate Volumetric Environmental Water Benefits and complete the section below. Use Exhibit C1 for reporting as appropriate.

**Project will Generate Environmental Water Benefits**

Please define below the Expected Quantity of Environmental Water Benefits that are expected to be achieved as a result of Project implementation as described in **Exhibit A**. Volumetric Environmental Water Benefits below are expressed as acre-feet (US) or cubic meters (Canada) per Project Year.

Final calculations and reporting will be entered into **Exhibit C1** and will be submitted to BEF in accordance with Grant Reporting Requirements described below.

<b>Project Year</b> -- list specific calendar year or range of years in which Volumetric Environmental Water Benefits are expected to be achieved:	2022
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<b>Description of Environmental Water Benefits</b> (i.e. instream flow, wetland water supply, runoff and pollution reduction, etc.)	Groundwater recharge, stream flow restoration, water management
<b>Expected Quantity of Environmental Water Benefits (AF)</b> to be achieved per year (if multi-year benefits are expected) as a result of the Project (includes BEF funding and may include other project funding):	At 5 miles of BDA = 17.5 AF / year  Conifer removal = 6,750,000 gallons = 20.71 AF / year
<b>Expected Quantity of Environmental Water Benefits per year made possible as a result of BEF Funding for the Project</b> (multiply project benefits with percentage of funding provided by BEF):	50.85% of total delivered flows [17.5 + 20.71 AF] = 19.43 AF/ year
<b>Proposed monitoring method(s) and frequency:</b>	Pheasants Forever Inc. will regularly monitor flow gauges and distribution opportunities on approximately [time fame here] basis.
<b>Proposed volumetric calculation methodology:</b>	Volumetric calculation will based on records of the UT Division of Water Resources; USGS Gauges and feedback from UT Division of Wildlife and stakeholders.

\_\_\_\_ Check here if project is **NOT** expected to generate Volumetric Environmental Water Benefits. Use Exhibit C3 for reporting as appropriate.

### GRANT REPORTING REQUIREMENTS

1. No later than the December 31, 2023 for a period of 3 years grantee shall verify to BEF that the Project has resulted in actual enhanced Environmental Water Benefits by completing the Grant Reporting Form (Exhibit C1), which describes the monitoring methods, location, and amount of any Environmental Water Benefits placed, restored, protected, realized, estimated, and/or secured as a result of BEF’s funding for the Project.
2. Grantee will provide to BEF at least 5 photos that depict Project implementation, landscape, and/or environmental conditions in and around the Specified Resource.

Grantee will make a good faith effort to obtain photos that depict “before-after” conditions of the Project (if possible and applicable). Grantee acknowledges and agrees that BEF and its clients may use all photos provided to BEF under this agreement in printed and electronic materials, funding reports, and/or other media as BEF, in its sole discretion, deems appropriate.

## REPORTING SCHEDULE

Interim Progress Report Due: December 31, 2022 (Email update)

First Grant Report Due: December 31, 2023 (Exhibit C1)

Second Grant Report Due: December 31, 2024 (Exhibit C1)

Final Grant Report Due: December 31, 2025 (Exhibit C1)

## PAYMENT SCHEDULE & REPAYMENT

Grant fund will be disbursed within 30 days of full execution of this Monetary Grant Agreement and receipt of invoice from Grantee.

If the Project is not implemented for any reason, including but not limited to legal, economic, permitting, or environmental conditions rendering the Project impracticable or impossible to implement, Grantee shall repay to BEF the full amount of unspent funding it has received under this Agreement as soon as practical after determining that the Project will not be implemented, but in no event later than 60 days prior to Grant Report Due Date.

**EXHIBIT C1: GRANT REPORTING FORM – PROJECT GENERATES ENVIRONMENTAL WATER BENEFITS AND A METHODOLOGY IS AVAILABLE/PROPOSED TO CALCULATE VOLUMETRIC ENVIRONMENTAL WATER BENEFIT**

Refer to EXHIBIT B for definitions.

<b>Specified Resource:</b>	
<b>Volume Quantification Methodology Description:</b>	
<b>Quantity of Environmental Water Benefits calculated for Project Year 20____:</b> Volume of Environmental Flow is expressed as acre-feet (AF).	
<b>Quantity of Environmental Water Benefits achieved as a result of the Project</b> (includes BEF funding and may include other project funding):	
<b>Quantity of Environmental Water Benefits made possible as a result of BEF Funding only:</b>	
<b>Reporting/Monitoring Methods Employed</b> (check all that apply):	
_____ _____ _____ _____	

Attach a brief narrative summary of monitoring reports and/or data or methods used to estimate/report volume of Environmental Water Benefits achieved as a result of BEF funding under this Agreement.

**As an authorized agent of the Pheasants Forever, I attest that the information and statements above are true and correct:**

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

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

Organization: \_\_\_\_\_

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