

**STATE OF OREGON
DEPARTMENT OF ENVIRONMENTAL QUALITY
NONPOINT SOURCE IMPLEMENTATION GRANT AGREEMENT**

Project Name: Name

DEQ Agreement #: 000-00

This Nonpoint Source Implementation Grant Agreement is between the State of Oregon, acting by and through its Department of Environmental Quality (DEQ), and Organization Name (Recipient).

Recipient Data	DEQ Data
<p>Grant Administrator (Name & Title): Name, Title</p> <p>Organization Name: Organization Name</p> <p>Street Address: Address City, State, Zip Code: City, State Zip</p> <p>Phone: (000) 000-0000 Email: name@email.com</p> <p>Taxpayer ID# : Tax ID DUNS #: DUNS - Check on SAM</p>	<p>Grant Administrator (Name & Title): Name,</p> <p>Organization Name: Department of Environmental Quality</p> <p>Street Address: City, State, Zip Code:</p> <p>Phone: Phone Email:</p>

1. **Effective Date and Grant Availability.** This Agreement is effective on the date the last party signs it, or if approval by the Oregon Department of Justice (DOJ) is required, on the date it is approved by DOJ, whichever date is later (the Effective Date). Recipient agrees to complete the Project (described in Exhibit A) no later than Add in Project Deadline(Project Completion Deadline) (the time period from the Effective Date through the Project Completion Deadline, the Project Period). Recipient must submit all invoices for disbursement of Grant funds under Section 5 no later than Add in Invoice Deadline, (Invoice Deadline). DEQ has no obligation to disburse Grant funds for costs invoiced after the Invoice Deadline.
2. **Agreement Documents.** This Agreement consists of this Agreement and Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F that are attached hereto and by this reference incorporated herein. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence will control. The documents comprising this Agreement are listed in the first sentence of this Section 2 from the highest to lowest precedence.
3. **Grant Funds.** DEQ funding for this Agreement is a Nonpoint Source Implementation Program (NPS) grant (CFDA 66.460) issued to DEQ under Section 319(h) of the Clean Water Act by the U.S. Environmental Protection Agency (EPA). The maximum, not-to-exceed, grant amount that the DEQ will pay to Recipient is \$Add Grant Amount (the "Grant"). Payments will be made in accordance with the terms and subject to the conditions of this Agreement.
4. **Match.** Matching funds are required for all Nonpoint Source Projects. The EPA requires that a minimum of 40% of Recipient's total expenditures on authorized costs of the Project be financed by funding sources (eligible for use as match) other than Nonpoint Source Program Grant funds provided under this Agreement. This match requirement means that, for every six dollars (\$6) in Grant funds that Recipient expends on authorized costs of the Project, Recipient must expend, on authorized costs of the Project, at least four dollars (\$4) of other funds eligible for use as match. If Recipient expends all the Grant funds available under this Agreement on authorized costs of the Project, the match requirement for this Agreement is \$Add Match. Matching funds must come from local, county, or state sources. **Funds from a Federal source are not eligible as match.** Current match expenditures must be reported with all invoices using Nonpoint Source Grant Agreement Expenditures/Match Report form (Exhibit B). The match reported with an invoice, together with all prior match reported, must total at least 40% of Recipient's cumulative expenditures on authorized costs of the Project. If the reported match does not equal or exceed the required amount, Recipient must submit to DEQ a plan, in form and substance acceptable to the DEQ Grant Administrator and DEQ Financial Services Manager, for providing the required match during the remaining portion of the Project Period.
5. **Disbursements; Authorized Costs.**
 - a. This is a cost reimbursement grant and disbursements will be made only in accordance with the schedule and requirements contained in this Section 5. The Grant funds may be used solely for authorized costs, as described in this Section 5. Any Grant funds disbursed to Recipient under this Agreement that are used in violation or contravention of any of the provisions of this Agreement must be returned to DEQ. Recipient will return all funds found by DEQ to have

been used in violation of this Agreement no later than fifteen (15) business days after DEQ's written demand.

b. Recipient may request disbursement of Grant funds through submission of invoices at least quarterly but not more frequently than monthly. The invoices must describe all work performed on the Project with particularity, including by whom it was performed, must itemize and explain all Project costs for which reimbursement is claimed and must itemize and explain all match expenditures on the Project since the last invoice. Each invoice must be accompanied by (a) a Nonpoint Source Grant Agreement Expenditures/Match Report in the form of Exhibit B and (b) supporting documentation of the costs for which reimbursement is claimed and for match expenditures reported. Such supporting documentation includes personal service cost detail, services and supplies cost detail, copies of paid contract and equipment invoices and, if travel costs are authorized (as indicated below), receipts for lodging, airfare, car rental and conference registration. Supporting documentation for volunteer activities or donated materials, including the basis for valuation, must also be provided.

c. Invoices for reimbursement of expenses occurring in a State fiscal year (July 1 - June 30) must be received no later than the following July 15th.

d. Subject to the holdback described in Exhibit A, payments will be based on reimbursement of actual costs authorized by this Agreement. Authorized costs are reasonable and necessary costs incurred by Recipient on or after the Effective Date and on or prior to the Project Completion Deadline in implementation of the Project that are within the line items of the Budget and allowable under applicable law, including applicable federal law (including the cost principles of 2 CFR 200 Subpart E), and that are not otherwise excluded under this Agreement. Administrative costs in the form of salaries, overhead, or indirect costs shall not exceed ten (10) percent of the Grant in any fiscal year. Indirect costs are authorized at Recipient's current indirect cost rate approved by its federal cognizant agency or, if Recipient does not have a federally-approved indirect cost rate, at a maximum 10% de minimis indirect rate as a percent of modified total direct costs (MTDC) as stated in 2 CFR Part 200.

Management Fees Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Grant Agreement. Management fees or similar charges may not be used to improve or expand the Project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

Consultant Payments Payments to cover salaries (excluding overhead) paid to individual consultants retained by Recipient or Recipient's contractors in excess of the maximum daily rate of Level IV of the U.S. Government's Executive Schedule are not allowable. This limit applies to consultation services of individuals with specialized skills who are paid at a daily or hourly rate. This limitation does not apply to contracts with firms for services which are awarded using the procurement requirements in 40 CFR unless the terms of the contract provide the Recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation.

e. **Invoices** Invoices must be emailed to **[Department of Environmental Quality, Contract Payment Office at DEQEXP@deg.state.or.us](mailto:DEQEXP@deg.state.or.us)**. Invoices are subject to the review and approval of the DEQ Grant Administrator. In addition, each payment is subject to satisfaction of each of the following conditions precedent:

- i. Recipient is not in default under this Agreement.
- ii. All representations, warranties and certifications provided by Recipient to DEQ under or in connection with this Agreement are true and correct on the date of payment, as if made on such date.
- iii. DEQ has received sufficient funding, appropriations, limitations, allotments or other expenditure authority to allow DEQ, in the reasonable exercise of its administrative discretion, to make the payment.

f. Travel Expenses – ONLY ONE OF THE TWO OPTIONS MAY BE CHOSEN

(OPTION 1) Travel expenses of the Recipient will not be reimbursed by DEQ.

(OPTION 2) All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to the State. The travel must comply with all the requirements set forth in this section and must be for official Recipient business authorized by this Agreement. Personal expenses will not be authorized at any time. **All travel expenses are included in the total maximum Grant amount.**

Recipient understands and agrees that travel expenses will be reimbursed at rates not to exceed those rates approved by the Department of Administrative Services ("DAS") for State government employees at the time the expense was incurred. Recipient understands and agrees that the rates are subject to change and any changed rates will immediately become part of this Agreement and govern reimbursement of any travel expenses incurred after the date of the change.

- i. **Mileage.** Mileage for travel in a private automobile while Recipient is acting within the course and scope of his/her duties under this Agreement and driving over the most direct and usually traveled route will be reimbursed at the rate approved by the DAS and in effect at the time of travel. To qualify for mileage

reimbursement, Recipient must hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by Oregon laws.

- ii. **Meals & Lodging.** Per Diem rates for meals vary between cities. Recipient understands and agrees that expenses for meals will be reimbursed at rates not to exceed the US General Services Administration (GSA) per diem rates. DEQ will reimburse Recipient for Recipient's actual cost of lodging up to the specified federal per diem lodging rates for the locality. Receipts are required for reimbursement of lodging expenses. US General Services Administration approved rates can be found at www.gsa.gov.
- iii. **Other Travel Expenses.** Out-of-state travel expenses, airfare and rental car expenses will be reimbursed only if specifically authorized by this Agreement or by written authorization from the DEQ Grant Administrator and only if the Recipient is acting within the course and scope of his/her responsibilities under this Agreement. All Recipient representatives will be limited to economy or compact size rental vehicles unless Recipient personally pays the difference. In no case will the state reimburse a Recipient for air travel at a rate greater than coach fare.

6. Recipient's Representations And Warranties. Recipient represents and warrants to DEQ as follows:

- a. Recipient is duly organized, validly existing, and in good standing under the laws of Oregon. Recipient has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- b. The making and performance by Recipient of this Agreement: (1) have been duly authorized by all necessary action of Recipient; (2) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board, or other administrative agency, or any provision of Recipient's organic documents; and (3) do not and will not result in the breach of, or constitute a default or require any consent under, any agreement or instrument to which Recipient is a party or by which Recipient or any of its properties are bound or affected.
- c. This Agreement has been duly authorized, executed and delivered on behalf of Recipient and constitutes the legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms.
- d. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

7. Contracts. Recipient will not enter into any contracts for any of the work scheduled under this Agreement without obtaining prior written consent from the DEQ Grant Administrator.

8. Amendments. The terms of this Agreement may not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties (or, in the case of a waiver, by the party against whom such waiver is sought to be enforced).

9. Termination. This Agreement may be terminated by mutual consent of both parties or by DEQ upon written notice to the Recipient. If this Agreement is terminated under this Section 9, DEQ will pay Recipient, in accordance with the terms and subject to the conditions of this Agreement, for authorized costs incurred under this Agreement through the date of the termination of the Agreement but not yet reimbursed.

10. Default by Recipient. Recipient shall be in default under this Agreement upon the occurrence of any of the following events:

- a. Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations contained in this Agreement, including any exhibit attached hereto;
- b. Any representation, warranty or statement by Recipient made herein or in any documents or reports relied upon by DEQ, including but not limited to any statement used by DEQ to measure progress on the Project, the expenditure of Grant moneys, or the performance by Recipient, is untrue in any material respect when made;
- c. Recipient: (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property; (ii) admits in writing its inability to pay, or is generally unable to pay, its debts as they become due; (iii) makes a general assignment for the benefit of its creditors; (iv) is adjudicated as bankrupt or insolvent; (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect); (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect); or (viii) takes any corporate action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking: (i) the liquidation, dissolution, or winding-up, or the composition or readjustment of, Recipient's debts; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets; or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of twenty (20)

consecutive days, or an order for relief against Recipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

- 11. Remedies Upon Default.** If Recipient's default under Section 10(a) is not cured within fifteen (15) business days of written notice thereof to Recipient from DEQ (or such longer period as DEQ may authorize in its sole discretion), or if there is a default by Recipient under Sections 10(b), 10(c) or 10(d), DEQ may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant amount, payment of any interest earned on the Grant amount, and declaration of ineligibility for the receipt of similar future awards. If, as a result of Recipient's default, DEQ demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon DEQ's demand.
- 12. No Implied Waiver, Cumulative Remedies.** The failure of DEQ to exercise, and any delay by DEQ in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and are not exclusive of any remedies provided by law. DEQ may, in its sole discretion, pursue any remedy or remedies singly, collectively, successively, or in any combination or order.
- 13. Project Identification.** Reports, documents, and signage developed as part of the Project funded by this Agreement must contain the following statement: *"This Project has been funded wholly or in part by the United States Environmental Protection Agency under a federal grant issued under Section 319(h) of the Clean Water Act. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."*

14. General Administrative Requirements

- a. The Recipient, pursuant to this Agreement assumes sole liability for Recipient's breach of the conditions of the Grant, and shall, upon Recipient's breach of grant conditions that requires the State of Oregon to return funds to the EPA, hold harmless and indemnify the state for an amount equal to the funds which the State of Oregon is required to pay to EPA.
- b. All equipment and materials purchased with funds made available by this Agreement must be used to implement the Project and for purposes of the same general nature as outlined in this Agreement. The Recipient will immediately notify DEQ of any equipment purchased with funds made available under this Agreement that is removed from service. Disposal of such equipment must be in accordance with 2 CFR Part 200.311.
- c. The Recipient, if a State agency or agency of a political subdivision of the State, agrees to comply with the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations under RCRA Section 6002 apply to acquisitions of certain products where the purchase price of such products exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the EPA. These guidelines are listed in 40 CFR Part 247.
- d. The Recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part by this Agreement comply with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PI 101-391 as amended).
- e. The Recipient agrees to comply with the audit requirements set forth in 2 CFR Part 200, Subpart F.
- f. The Recipient agrees to comply with the requirements of 2 CFR Part 200 and 2 CFR Part 1500 as applicable.
- g. The Recipient will include the following term and condition in each procurement contract funded by this Agreement: "The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under DEQ Grant Agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."
- h. Recipient agrees that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. **The Recipient agrees to provide certification to DEQ on FORM DEQ5700-53 at Project completion.** FORM DEQ5700-53 is attached as Exhibit D.
- i. Pursuant to Section 18 of the Lobbying Disclosure Act, the Recipient affirms that it is not a nonprofit organization described in Section 501(c) (4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c) (4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- j. The Recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. If the Grant exceeds

\$100,000, Recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying and to submit certification and disclosure forms accordingly. Any Recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such violation. All contracts awarded by the Recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II of 2 CFR Part 200.

15. **Permits.** Recipient agrees to ensure that all necessary permits are obtained prior to implementation of any Grant funded activity that may fall under applicable federal, state or local laws. The Recipient must identify permits that may be needed to complete work plan activities.
16. **Total Maximum Daily Load Planning And/ Or Development.** If the Grant funds a Total Maximum Daily Load (TMDL) plan and/or implementation, Recipient will provide the following supplemental information to support the load allocations specified in the TMDL in the Final Performance Report.
 - a. An identification of total NPS existing loads and total NPS load reductions necessary to meet water quality standards by source type;
 - b. A detailed identification of the causes and sources of NPS pollution by source type to be addressed to achieve the load reductions specified in the TMDL (e.g., acres of various row crops, number and size of animal feedlots, acres and density of residential areas); and
 - c. An analysis of the NPS management measures by source type expected to be implemented to achieve the necessary load reductions, with the recognition that adaptive management may be necessary during implementation.
17. **Intangible Property.** The Recipient may hold the copyright in any work that is subject to copyright and was developed, or for which ownership was purchased, under this Grant Agreement. For any such work, Recipient grants to DEQ and EPA a nonexclusive, irrevocable, perpetual royalty-free, license to reproduce, publish, or otherwise use the work and to authorize others to do so.
18. **Suspension and Debarment.** Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions". Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient may access SAM (System for Award Management) at <https://www.sam.gov/> to review exclusions and disqualifications.
19. **Trafficking in Persons.** Prohibition statement for Recipients who are **private entities**: You as the Recipient, your employees, sub-recipients and sub-recipients' employees may not engage in severe forms of trafficking in persons during the Project Period ; procure a commercial sex act during the Project Period; or use forced labor in the performance of the Grant or sub-grants.
20. **Quality Assurance (QA) Requirements.** For those projects identified by the DEQ Grant Administrator as involving environmentally related measurements or data generation, the Recipient will develop and submit to DEQ the appropriate quality assurance / quality control documentation within thirty (30) calendar days of the Effective Date. Required documentation may include one or more of the following: an organization specific Quality Management Plan (QMP), a Project specific Quality Assurance Project Plan (QAPP), a Sampling and Analysis Plan (SAP), Standard Operating Procedures (SOPs), or other Quality-related documentation. The DEQ Grant Administrator and the DEQ Quality Assurance Officer will determine which of the quality-related documents will be required. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this Project until the DEQ Grant Administrator and DEQ Quality Assurance Officer have approved the quality assurance document. If any geospatial data is created, it must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. More information may be found at www.fdc.gov.

For information on the policies, objectives, principles, authorities, and responsibilities for implementation of the DEQ Quality Management System (QMS) described in DEQ's Quality Management Plan (QMP), contact a Quality Assurance Officer at the DEQ Laboratory and Environmental Assessment Division (LEAD) at (503) 693-5700.
21. **Drug Free Workplace.** The Recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536.
22. **Small and Disadvantaged Business Utilization Requirements.** The Recipient agrees to comply with the requirements of the EPA Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements:
 - a. The Recipient accepts the applicable Minority Business Enterprise (MBE)/ Women's' Business Enterprise (WBE) "fair share" goals/objectives negotiated with EPA by the DEQ as follows:

Supplies:	.36% MBE	.72% WBE
Services:	1.61% MBE	4.41% WBE
Equipment:	.95% MBE	.95% WBE

- b. The Recipient agrees to make the good faith efforts described in 40 CFR 33.301 whenever procuring construction, equipment, services and supplies under this Grant Agreement and to retain records documenting compliance with the six good faith efforts.
- c. The Recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.
- d. The Recipient agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black colleges and universities.
- e. The Recipient agrees to include in its bid documents the applicable "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "fair share" percentages.
- f. **The Recipient agrees to submit FORM DEQ5700-52A "MBE/WBE Utilization- Federal Grant" no later than September 30th of each year until the Project Completion Deadline. If it is the last submittal, it is due September 30th or sixty (60) calendar days after the end of the Project Period, whichever comes first. FORM DEQ5700-52A is attached as Exhibit C.**
- g. If race and/or gender neutral efforts prove inadequate to achieve a "fair share" objective, the Recipient agrees to notify the DEQ in advance of any race and/or gender conscious action it plans to take to more closely achieve the "fair share" objective.

23. Small Business in Rural Areas. If a contract is awarded under this Agreement, the Recipient is also required to utilize the affirmative steps listed below.

- a. Place Small Businesses in Rural Areas ("SBRA") on solicitation lists.
- b. Make sure that SBRA's are solicited whenever there are potential sources.
- c. Divide total requirements, when economically feasible, into small tasks or quantities to permit participation by SBRA's.
- d. Establish delivery schedules, where the requirements of work permit, that would encourage SBRA participation.
- e. Use the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.
- f. Require the contractor to comply with the affirmative steps outlined above.

24. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

25. Access to Records. The Recipient will maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the Recipient will maintain any other records pertinent to this Agreement in such a manner as to clearly document Recipient's performance. DEQ, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Recipient will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

26. Compliance with Applicable Law. Recipient will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Project or this Agreement. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (xi) ORS 279A, ORS 279B, ORS 279C and 2 CFR Part 200 and 2 CFR Part 1500 as applicable to Recipient. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

27. Recycled Products. The Recipient agrees to use recycled paper and double sided printing for all reports that are prepared as a part of the Project or under this Agreement. The Recipient will use, to the maximum extent economically feasible in the implementation of the Project, recycled paper (as defined in ORS 279A.010 (1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)). The Recipient agrees to comply with the requirements of 40 CFR 247 and 2 CFR 1500, as applicable,

in giving preference in its procurement programs to the purchase of recycled products.

28. **Indemnity.** Recipient shall defend (subject to ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon, DEQ, and their officers, employees, and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) of any nature resulting from, arising out of, or relating to the activities of Recipient or its officers, employees, contractors, or agents under this Agreement or in the implementation of the Project.
29. **Indemnification by Contractors.** The Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend (subject to ORS Chapter 180), save and hold harmless the State of Oregon, DEQ, and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) of any nature arising out of, or relating to the activities of the contractor or its officers, employees, subcontractors, or agents in connection with the Project ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, be indemnified by the contractor from and against any and all Claims.
30. **Governing Law.** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
31. **Merger Clause.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER HEREOF. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE RECIPIENT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
32. **Relationship of Parties.** DEQ and Recipient agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
33. **Time is of the Essence.** Time is of the essence in Recipient's performance of its obligations under this Agreement.
34. **No Implied Waiver.** The failure of DEQ to exercise, and any delay by DEQ in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
35. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of DEQ, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior written consent of DEQ.
36. **No Third Party Beneficiaries.** DEQ and Recipient 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 shall be construed to give or provide, any benefit or right, whether directly or indirectly, to any third party unless such party is identified individually by name herein and is described expressly as an intended beneficiary of the terms of this Agreement.
37. **Notices.** Any notice under this Agreement shall be in writing and delivered to the party to be notified in-person, by U.S. mail, postage prepaid, or by email. Notices mailed or emailed must be sent to the address or email address set forth in this Agreement on page 1. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by email shall be effective upon the sender's receipt of confirmation generated by the Recipient's email system that the notice has been received by the Recipient's email system.
38. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

EACH PERSON SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE HAS THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE INDICATED PARTY. DEQ enters into this Agreement under the authority of Oregon revised Statutes 190.110.

APPROVED BY RECIPIENT:

Authorized Signer	Date
Click here to enter text.	
Printed Name / Title	

APPROVED BY THE DEQ:

Jennifer Wigal, Deputy Water Quality Division Administrator	Date
Brian Boling, Central Services Division Administrator – DPO	Date

12200- 64343-Add project number
Index - PCA - Project

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
NONPOINT SOURCE IMPLEMENTATION GRANT AGREEMENT**

**EXHIBIT A
Project Requirements, Budget and Schedule**

Project name: Name	DEQ Agreement # 000-00
Recipient: Organization Name	

A. BACKGROUND Include a general description of Project, Project goals/objectives, Project partners, including the source of matching funds.
Click here to enter text.

B. PROJECT Include list of tasks to be accomplished and Project implementation schedule. Include specific authorization for contracting all or part of the work.
Click here to enter text.

C. BUDGET *Include a project budget that includes both federal and match costs.(To Drafter Delete Note)*

Estimated Budget	NPS Grant	Non-Federal Match	Total
Personal Services	Enter \$	Enter \$	Enter \$
Subcontracts	Enter \$	Enter \$	Enter \$
Services/Supplies	Enter \$	Enter \$	Enter \$
Travel	Enter \$	Enter \$	Enter \$
Equipment*	Enter \$	Enter \$	Enter \$
PROJECT Subtotals	Enter \$	Enter \$	Enter \$
Indirect Costs**	Enter \$	Enter \$	Enter \$
PROJECT TOTALS	Enter \$	Enter \$	Enter \$

*Any equipment with a unit cost over \$5,000 needs EPA Project Officer approval prior to charging to Grant.

**Indirect costs CANNOT be used as match.

Budget line items above are based on estimates. Shifts in budget between direct cost categories above are allowed only with written approval from the DEQ Grant Administrator. Recipient expects to report the non-federal match described above but the minimum required match is \$ Add Match .

D. REPORTING:

1. **Exhibit B. The Recipient must submit Exhibit B no later than 10 calendar days after the end of each quarter, or portion thereof, during the Project Period, regardless of expenditures. Match for each reimbursement must total at least 40% of to date project expenditures. If a minimum of 40% match cannot be claimed, a calendar showing when expected reported match will be claimed must be provided.**
2. **Exhibit C. The Recipient must submit Exhibit C no later than September 30th, of each year during the Project Period. If it is the last submittal, it is due September 30th or sixty (60) calendar days after the end of the Project Period, whichever comes first.**
3. **Exhibit E, Section I.** The Recipient must submit an Annual Performance Report no later than June 30th of each year during the Project Period. The report will identify actions taken and will document progress towards accomplishing Project tasks.
4. **Exhibit E, Section I.** The Recipient must submit a Final Performance Report no later than twenty (20) calendar days after Project completion. The report will identify actions taken and will document progress towards accomplishing Project tasks.
5. **Exhibit E, Section II.** The Recipient must enter Project accomplishments for water quality and habitat restoration into OWEB's Oregon Watershed Restoration Inventory (OWRI) at Project completion, as described in Exhibit E, section II.

All performance reports must be submitted in the format set forth in Exhibit E (Annual/Final Performance Report/OWRI Report) to the DEQ Grant Administrator. The reports may be provided electronically. In addition to the Annual Performance Reports, the Recipient must notify the DEQ Grant Administrator of developments that have a significant impact on the Project activities. The Recipient must inform the DEQ Grant Administrator as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the Project outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

The DEQ will withhold a minimum of 10% of total grant funds for the Project until the Recipient has submitted, and the DEQ has accepted, a Final Performance Report detailing the Project status as described in the Reporting Section above, a final Expenditures/Match Report (Exhibit B), final MBE/WBE Utilization Report (Exhibit C) and a Lobbying and Litigation Certificate (Exhibit D).

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
NONPOINT SOURCE IMPLEMENTATION GRANT AGREEMENT**

**EXHIBIT C (Part 1)
(FORM DEQ5700-52A)
MBE/WBE UTILIZATION – FEDERAL GRANTS
ANNUAL REPORT**

PART 1. REPORTS ARE REQUIRED EVEN IF NO PROCUREMENTS ARE MADE DURING THE REPORTING PERIOD.

1A. FEDERAL FISCAL YEAR Enter Year (Federal Fiscal Year Oct. 1 – Sept. 30)	1B. Reporting Period: Start: End: <input type="checkbox"/> Check if this is the last report for the Project (Project completed).																				
1C. REVISION: Year: : ____ Quarter: ____	BRIEFLY DESCRIBE THE REVISIONS YOU ARE MAKING:																				
2A. FEDERAL FINANCIAL ASSISTANCE AGENCY US Environmental Protection Agency		3A. REPORTING RECIPIENT (Name and Address) Organization Name, Address, City, State Zip																			
2B. DEQ REPORTING CONTACT Name	2C. PHONE	3B. REPORTING CONTACT Name	3C. PHONE Phone																		
4A. FEDERAL GRANT #: PCA - PROJECT – AGREEMENT: 64643 - Click here to enter ext. 000-00		4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM (CFDA) 66.460																			
5A. GRANT AMOUNT Federal Funds : Add Grant amount Match Funds : Add Match TOTAL : Enter \$		5B. <input type="checkbox"/> Check if NO procurement and NO accomplishments were made this reporting period. Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete work authorized by the Agreement. Accomplishments, in this context, are procurements made with MBEs and/or WBEs.																			
5C. Total Procurement and MBE/WBE Accomplishments This Reporting Period (Only include amount not previously reported.) Were sub-awards issued under this Grant Agreement? <input type="checkbox"/> Y <input type="checkbox"/> N Were contracts issued under this Grant Agreement? <input type="checkbox"/> Y <input type="checkbox"/> N Total Procurement Amount \$ (Include total dollar values awarded by Recipients and sub-recipients.) Actual MBE/WBE Procurement Accomplished: (Include total dollar values awarded by Recipient and sub-recipients.)																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;"></th> <th style="width:15%;">Construction</th> <th style="width:15%;">Equipment</th> <th style="width:15%;">Services</th> <th style="width:15%;">Supplies</th> <th style="width:10%;">Total</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">\$MBE</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">\$WBE</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Construction	Equipment	Services	Supplies	Total	\$MBE						\$WBE					
	Construction	Equipment	Services	Supplies	Total																
\$MBE																					
\$WBE																					
6. COMMENTS: (If no MBE/WBE procurements were accomplished during the reporting period, please explain what steps you are taking to achieve the MBE/WBE Program requirements specified in the Grant Agreement.)																					
7. NAME OF AUTHORIZED REPRESENTATIVE		TITLE																			
8. SIGNATURE OF AUTHORIZED REPRESENTATIVE		DATE																			

EMAIL COMPLETED FORM TO: DEQEXP@deq.state.or.us

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
NONPOINT SOURCE IMPLEMENTATION GRANT AGREEMENT
EXHIBIT C (Part 2)
MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD**

Procurement Made (check one)		Business Enterprise (check one)		\$ Value of Procurement	Date of Procurement	Type of Product or Service (Enter Code)	Name/Address of MBE/WBE Contractor or Vendor
Recipient	Other	Minority	Women				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

Product / Service Codes

1	Construction
2	Supplies
3	Services
4	Equipment

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
NONPOINT SOURCE IMPLEMENTATION GRANT AGREEMENT
EXHIBIT D**

**LOBBYING AND LITIGATION CERTIFICATE
(DEQ5700-53)**

DEQ Grant Agreement #: ___ 000-00

Federal Grant - Federal Grant Specific Format Number: C9-00045119-G22229-20 PCA 64343

Recipient Name: Organization Name

Recipient Address: Address, City, State Zip

Project Name: Name

I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Authorized Signer:

Signature

Date

Printed Name / Title:

At Project completion, complete this form and submit to: DEQEXP@deq.state.or.us

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
NONPOINT SOURCE IMPLEMENTATION GRANT AGREEMENT**

**EXHIBIT E
PERFORMANCE REPORT/OWRI REPORT**

Project Name: Name	DEQ Agreement # 000-00
Recipient: Organization Name	

All reports must be submitted in a format as recommended in this section to the DEQ Grant Administrator. The reports need to be provided electronically.

Section I

Please include a discussion that includes an overall summary of the Project to date and the partners involved. Include the following elements:

1. What were the goals for this Project? Were those goals met? If goals were not met, explain why not. Please enumerate specific quantifiable environmental changes and results that are a result of the Project. **THIS IS THE MOST IMPORTANT PORTION OF THE FINAL PERFORMANCE REPORT AND NEEDS TO BE CLEAR AND EMPHASIZED.** Include:
 - a. Behavioral results such as the amount of Best Management Practices (BMPs) installed;
 - b. Estimates of the amount of pollutants prevented from reaching surface or ground water; and
 - c. Documented changes in water quality based on monitoring.

2. Provide a written description of what worked and what did not work. Provide a written description of lessons learned in carrying out the Project.

3. Describe how the Project's funding worked out. Include the projected cost and actual cost of the Project, how much of the Grant funds were spent, and how much funding (cash and in-kind) was provided as match from other sources.

4. What follow up is required? Include photos, graphics and 2 copies of all products produced in the effort. Project completion documentation can be submitted and are encouraged to be submitted in a digital format (one copy).

Section II

DEQ requires that Project accomplishments for water quality and habitat restoration projects be entered into the Oregon Watershed Enhancement Board's Oregon Watershed Restoration Inventory (OWRI) data base located at <http://apps.wrd.state.or.us/apps/oweb/owrio/selectproject.aspx>.

Watershed restoration projects included in this inventory must be:

- Activities designed to restore aquatic, riparian, estuarine, wetland, upland, or overall watershed conditions or functions
- Completed projects or a completed phase of a project

If the Project funded with this Grant Agreement meets the criteria above, the Recipient must certify that the correspondent restoration information on the Project was entered in OWRI by signing this form and returning it with the Project Final Performance Report.

CERTIFICATION		
I certify that the Project accomplishments for the water quality and habitat restoration Project have been entered into OWRI on:		
_____	_____	_____
DATE	SIGNATURE	PRINTED NAME

If you have questions about entering the required information into OWRI, please contact your regional Grant Administrator or the Oregon 319 Coordinator, Ivan Camacho, (503) 229-5088.

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
NONPOINT SOURCE IMPLEMENTATION GRANT AGREEMENT

Exhibit F

Information Required by 2 CFR 200.331(a)

This is a subaward to a subrecipient. See Oregon Accounting Manual Section 30.40.00.102

Recipient Name: Organization Name
(Note this must match the name associated with DUNS # below)

Recipient's unique entity identifier (i.e., DUNS #): DUNS - Check on SAM

Federal Award Identification # (FAIN): 00045119-G22229-20

Federal Award Date: 9/23/2019

Federal Grant Period of Performance Start and End Date:

From 9/1/2019 **To** 12/31/2023

Total Amount of Federal Funds Obligated by this Agreement: Add Grant Amount

Total Amount of Federal Award to Oregon DEQ: \$421,295.00

Federal Award Description: Clean Water Act 319 – Nonpoint Source Implementation in Oregon

Name of Federal Awarding Agency: U.S. Environmental Protection Agency

Contact Information for Federal Awarding Official:

Peggy D Johnson
U.S. Environmental Protection Agency
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
206-553-2101
johnson.peggyd@epa.gov

Oregon DEQ Indirect Cost Rate: 21.7%

CFDA # and Name: 66.460 – Nonpoint Source Implementation

Is Award R&D? Yes No