

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

Project Name: «Project_Name»

DEQ Agreement #: «Agreement_Number»

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

Recipient Data	DEQ Data
Grant Administrator (Name & Title): «Recipient_Grant_Administrator_Name», «Recipient_Grant_Administrator_GA_Title» Organization Name: «Recipient» Street Address: «Recipient_Street_Address» City, State, Zip Code: «Recipient_City_State_Zip_Code» Phone: «Recipient_GA_Phone_Number» Email: «Recipient_GA_Email» Taxpayer ID# : «Recipient_Tax_Payer_ID» DUNS #: «Recipient_DUNS_»	Grant Administrator (Name & Title): «DEQ_GA_Name», «DEQ_GA_Title» Organization Name: Department of Environmental Quality Street Address: «DEQ_GA_Street_Address» City, State, Zip Code: «DEQ_GA_City_State_Zip_Code» Phone: «DEQ_GA_Phone_Number» Email: «DEQ_GA_Email»

- 1. General Terms and Conditions.** As a United States Environmental Protection Agency (EPA) grant awarded to the state of Oregon, the funds awarded under this agreement are federal in nature and as such, Recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>. These terms and conditions are in addition to the assurance and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award.
- 2. Reporting Requirements.** Recipient agrees to comply with all reporting requirements required by EPA regulation (40 CFR part 35, 2 CFR part 200), subsection 319(h)(10) and (11) of the Clean Water Act, and by the Nonpoint Source Program and Grant Guidelines for States and Territories (2013). Failure to comply with the above referenced requirements may result in a disruption of grantee funding and/or early termination of the grant agreement in accordance with 2 CFR part 200.
- 3. 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 «End_Date» (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 7 no later than 45 days after the Project Completion Deadline (Invoice Deadline). DEQ has no obligation to disburse Grant funds for costs invoiced after the Invoice Deadline.
- 4. 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 4 from the highest to lowest precedence.
- 5. 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 EPA. The maximum, not-to-exceed, grant amount that the DEQ will pay to Recipient is «Grant_Amount» (the "Grant"). Payments will be made in accordance with the terms and subject to the conditions of this Agreement.
- 6. 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 «Match_40». 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 NPS 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 DEQ Grant Administrator and DEQ Designated Procurement Officer, for providing the required match during the remaining portion of the Project Period.

7. 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 7. The Grant funds may be used solely for authorized costs, as described in this Section 7. 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 NPS Grant Agreement Expenditures/Match Report (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, Recipient will use a 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 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**. 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 - «Travel-Allowable»

(OPTION 1) Travel expenses of 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 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.
- iv. **Federal Employee Costs.** None of the Grant funds for this project may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the recipient as authorized by a Federal statute.
- v. **Foreign Travel.** EPA policy requires that all foreign travel must be approved by its Office of International and Tribal Affairs. Recipient agrees to obtain prior EPA approval before using funds available under this Agreement for international travel. Foreign travel includes trips to Mexico and Canada but does not include trips to Puerto Rico, the U.S. Territories or possessions. Recipients that request post-award approval to travel frequently to Mexico and Canada by motor vehicle (e.g. for sampling or meetings) may describe their proposed travel in general terms in their request for EPA approval. Requests for prior approval must be submitted to DEQ. Recipient understands that all foreign travel funded under this assistance agreement must comply with the Fly America Act. All travel must be on U.S. air carriers certified under 49 U.S.C. Section 40118, to the extent that service by such carriers is available even if foreign air carrier costs are less than the American air carrier.

8. 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.

9. 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.

10. 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).

11. Termination. This Agreement may be terminated by mutual consent of both parties or by DEQ upon written notice to Recipient. If this Agreement is terminated under this Section 11, 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.

12. 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).

13. Remedies Upon Default. If Recipient's default under Section 12(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 12(b), 12(c) or 12(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.

14. 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.

15. Project Identification.

a. Outreach Signage Requirements. If the 319 award includes an outreach component, Recipient agrees to provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo. To obtain the appropriate EPA logo or seal graphic file, the recipient should visit the EPA stylebook: <https://www.epa.gov/stylebook/using-epa-seal-and-logo>. If the physical design of the sign allows, it should also include the following text: "This project has been funded by the United States Environmental Protection Agency" or "This cooperative project has been funded in part by the United States Environmental Protection Agency" Exceptions to including the EPA logo may be made by the Regional 319 Coordinator on recommendation by the State.

b. Announcements. Recipient agrees that announcements through the web or print materials for Workshop, conference, demonstration days or other events as part of a project funded by a 319 assistance agreement shall contain a statement that the materials or conference has been funded by the EPA.

c. Public or Media Events. Recipient agrees to notify DEQ, publicizing the accomplishment of significant events related to construction projects as a result of Agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) business days notice.

d. Limited English Proficiency Communities. To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

16. General Administrative Requirements.

a. 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. 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. 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. 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. **Recipient agrees to provide certification to DEQ on FORM DEQ5700-53 (Exhibit D) no later than the Project Completion Deadline.**

e. Pursuant to Section 18 of the Lobbying Disclosure Act, 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.

- f. 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 Recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II of 2 CFR Part 200.
- 17. 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. Recipient must identify permits that may be needed to complete work plan activities.
- 18. Total Maximum Daily Load Planning And/ Or Development.** If the Agreement 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.
- An identification of total NPS existing loads and total NPS load reductions necessary to meet water quality standards by source type;
 - 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
 - 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.
- 19. Human Subjects Research.** Human subjects research is any activity that meets the regulatory definitions of both research AND human subject. Research is a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. Human subject means a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. [40 CFR 26.102 (d)(f)]. No research involving human subjects will be conducted under this agreement without prior written approval of the EPA to proceed with that research.
- If engaged in human subjects research as part of this Agreement, Recipient agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by EPA.
- Recipient further agrees to comply with EPA's procedures for oversight of the recipient's compliance with 40 CFR 26, as given in EPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA Human Subjects Research Review Official (HSRRO) after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26.
- 20. Animal Subjects Research.** If engaged with animal subjects research as part of this Agreement, Recipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20, 1985).
- 21. Dual Use Research of Concern (DURC).** Recipient agrees to conduct all life science research in compliance with EPA's Order on the Policy and Procedures for Managing Dual Use Research of Concern (EPA DURC Order) and United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern (iDURC Policy). If Recipient is an institution within the United States that receives funding through this agreement, or from any other source, Recipient agrees to comply with the iDURC Policy if they conduct or sponsor research involving any of the agents or toxins identified in Section 6.2.1 of the iDURC Policy.
- 22. Research Misconduct.** In accordance with 2 CFR 200.328, Recipient agrees to notify DEQ in writing about research misconduct involving research activities that are supported in whole or in part with EPA funds under this project. EPA defines research misconduct as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results [65 FR 76262. I], or ordering, advising or suggesting that subordinates engage in research misconduct.
- 23. Scientific Integrity Terms and Conditions.** Recipient agrees to comply with EPA's Scientific Integrity Policy when conducting, supervising, and communicating science and when using or applying the results of science. Scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.
- 24. Quality Assurance (QA) Requirements.** For those projects identified by DEQ Grant Administrator as involving environmentally related measurements or data generation, 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.

- 25. Intangible Property.** 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.
- 26. 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.
- 27. Trafficking in Persons.** Prohibition statement for Recipients who are **private entities**: You as 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.
- 28. Small and Disadvantaged Business Utilization Requirements.** 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:
- 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
 - 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.
 - Recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.
 - 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.
 - 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.
 - Recipient agrees to submit FORM DEQ5700-52A "MBE/WBE Utilization- Federal Grant" (Exhibit C) 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.**
 - If race and/or gender neutral efforts prove inadequate to achieve a "fair share" objective, 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.
- 29. Small Business in Rural Areas.** If a contract is awarded under this Agreement, Recipient is also required to utilize the affirmative steps listed below.
- Place Small Businesses in Rural Areas ("SBRA") on solicitation lists.
 - Make sure that SBRA's are solicited whenever there are potential sources.
 - Divide total requirements, when economically feasible, into small tasks or quantities to permit participation by SBRA's.
 - Establish delivery schedules, where the requirements of work permit, that would encourage SBRA participation.
 - Use the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.
 - Require the contractor to comply with the affirmative steps outlined above.
- 30. Prohibition against Purchase of Certain Telecommunication Services or Products.** As required by 2 CFR 200.216, Recipient is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or

systems that use 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). Recipient also may not use grant funds to purchase:

- a. 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).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. 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.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending grant funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

- 31. Conference and Refreshments.** Recipient will ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

Recipient agrees to obtain prior approval from DEQ for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). Recipient must send requests for approval and include: (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s); (2) A description of the purpose, agenda, location, length and timing for the event; and, (3) An estimated number of participants in the event and a description of their roles.

Funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if funds are not used to purchase the alcohol.

- 32. Drug Free Workplace.** 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.

- 33. 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.

- 34. Access to Records.** Recipient will maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient will maintain any other records pertinent to this Agreement in such a manner as to clearly document Recipient's performance in programmatic reports including information on environmental results, and audit findings. 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. Recipient also agrees to comply with the audit requirements set forth in 2 CFR Part 200, Subpart F.

- 35. 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 and Section 13 of the Federal Water Pollution Control Act Amendments of 1972; (ii) Title IX; (iii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iv) the Americans with Disabilities Act of 1990, as amended; (v) Executive Order 11246, as amended; (vi) the Health Insurance Portability and Accountability Act of 1996; (vii) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (viii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (ix) ORS Chapter 659, as amended; (x) all regulations and administrative rules established pursuant to the foregoing laws; (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (xii) ORS 279A, ORS 279B, ORS 279C, 2 CFR Part 200 and 2 CFR Part 1500; (xiii) EPA's latest General Terms and Conditions as applicable to Recipient. If Recipient is an education program or activity or if

Recipient is conducting an education program or activity under this Agreement, Recipient must comply with (xiv) Title IX of Education Amendments of 1972. 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.

36. **Recycled Products.** 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. 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)). 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.
37. **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.
38. **Indemnification by Contractors.** 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.
39. **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.
40. **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. 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.
41. **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.
42. **Time is of the Essence.** Time is of the essence in Recipient’s performance of its obligations under this Agreement.
43. **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.
44. **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.
45. **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.
46. **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 Grant Administrators set forth in this Agreement . 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 Recipient’s email system that the notice has been received by Recipient’s email system.
47. **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.
48. **Cybersecurity Condition. State Grant Cybersecurity**
 - a. Recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

DEQ-«Agreement_Number»

- b. Recipient will comply with the requirements in Section 48c if Recipient's network or information system is connected to EPA networks to transfer data to EPA using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.
- c. EPA must ensure that any connections between Recipient's network or information system and EPA networks used by Recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, Recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by Recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

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
«Recipient_Signer_Name», «Recipient_Signer_Title» Printed Name / Title	

APPROVED BY THE DEQ:

Brian Boling, Central Services Division Administrator – DPO	Date
12200-«PCA»-«Project_Number» Index - PCA - Project	

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
NONPOINT SOURCE IMPLEMENTATION GRANT AGREEMENT
EXHIBIT A
Project Requirements, Budget and Schedule**

Project name: «Project_Name»	DEQ Agreement # «Agreement_Number»
Recipient: «Recipient»	

A. BACKGROUND . Include a general description of Project, Project goals/objectives, Project partners, including the source of matching funds

B. PROJECT

Recipient shall:

Complete Task 1 as follows:

Complete Task 2 as follows:

Complete Task 3 as follows:

Add additional tasks as needed.

C. BUDGET

Estimated Budget	NPS Grant	Non-Federal Match	Total
Personal Services	«Grant__Personal_Services»	«Match__Personal_Services»	«Total__Personal_Services»
Subcontracts	«Grant__Total_Subcontracts»	«Match__Subcontracts»	«Total__Subcontracts»
Services/Supplies	«Grant__Services_Supplies»	«Match__ServicesSupplies»	«Total__Services_Supplies»
Travel	«Grant__Travel»	«Match__Travel»	«Total__Travel»
Equipment*	«Grant__Equipment»	«Match__Equipment»	«Total__Equipment»
PROJECT Subtotals	«Grant__Subtotal»	«Match__Total»	«Total__Subtotal»
Indirect Costs**	«Grant__Indirect_Costs»	\$0	«Total__Indirect_Costs»
PROJECT TOTALS	«Grant__Total»	«Match__Total»	«Total__Total»

*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 \$ «Match_40».

D. REPORTING:

- Exhibit B. Recipient must submit Exhibit B no later than ten (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.**
- Exhibit C. 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 calendar days after the end of the Project Period, whichever comes first.**
- Exhibit E, Section I.** Recipient must submit an Annual 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.
- Exhibit E, Section I.** Recipient must submit a Performance Report no later than twenty calendar days after Project completion. The report will identify actions taken and will document progress towards accomplishing Project tasks.

5. **Exhibit E, Section II.** Recipient must enter Project accomplishments for water quality and habitat restoration into Oregon Watershed Enhancement Board (OWEB) 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, Recipient must notify the DEQ Grant Administrator of developments that have a significant impact on the Project activities. 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 ten (10%) of total grant funds for the Project until 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 B
Expenditures/Match Report**

Project Name: «Project_Name»	Project Period From: To:
DEQ Agreement Number: «Agreement_Number»	
Recipient Name: «Recipient»	Current Expenditure Period From: To:
Recipient Address: «Recipient_Street_Address» «Recipient_City_State_Zip_Code»	Total Match Requirement: «Match_40»
Phone: «Recipient_GA_Phone_Number»	Total Grant Amount: «Grant_Amount»

EXPENDITURE SUMMARY	NPS Grant Expenditures			Non-Federal Match Expenditures *			Total Expenditures
	a	b	a + b = c	d	e	d + e = f	c + f
	Previously Reported	Current Period	Cumulative to Date	Previously Reported	Current Period	Cumulative To Date	To Date
Personal Services							
Subcontracts							
Services/Supplies							
Travel							
Equipment							
Indirect Costs							
Total							

DEQ, the Oregon Secretary of State's Office and the federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

CERTIFICATION			
I certify that this report is true and correct to the best of my knowledge and that all expenditures and obligations reported herein have been made in accordance with the budget agreed upon and with other provisions contained in the Agreement.			
_____ Signature	_____ Name & Title (print)	_____ Date	
DEQ USE ONLY		Approved for Payment:	
_____ DEQ Grant Administrator	_____ Date	_____ DEQ Program Manager	_____ Date

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
NONPOINT SOURCE IMPLEMENTATION GRANT AGREEMENT
EXHIBIT C (Part 1)
MBE/WBE UTILIZATION**

PART 1. REPORTS ARE REQUIRED EVEN IF NO PROCUREMENTS ARE MADE DURING THE REPORTING PERIOD.	
1A. REPORTING PERIOD October 1, _____ September 30, _____	1B. REPORT TYPE <input type="checkbox"/> Annual <input type="checkbox"/> Final Report (Project completed)
1C: Revision of a Prior Year Report? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, what reporting period is being revised and briefly describe the changes made. Note: The revised report will replace the associated original report in its entirety.	
2A. RECIPIENT UNIQUE ENTITY IDENTIFIER	
2B. RECIPIENT REPORTING NAME and CONTACT Organization name and address: Name: Email: Phone:	
3. FEDERAL GRANT AWARD #: _____ DEQ GRANT #: _____ PCA #: _____ PROJECT #: _____	
4A. If NO procurements were made this reporting period (by the recipient, sub-recipient(s), loan recipient(s), and prime contractor(s)), CHECK and SKIP to Block No. 6. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs.) <input type="checkbox"/>	
4B. Total Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars) Construction: Total Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars) Non-Construction: Totals: Total Procurement: \$ \$ \$ MBE/WBE Combined Procurement: \$ \$ \$	
SA. Good Faith Efforts: If procurements were made, indicate whether your organization has followed the six Good Faith efforts found in 40 CFR Part 33, Subpart C, 40 CFR 33.S01 and 2 CFR 200.321. <input type="checkbox"/> Yes, my organization has implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period. <input type="checkbox"/> No, my organization has not implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.	SB. If procurements were made, but no MBE/WBE procurements are being reported, then check the applicable box(es) for the reason(s) why no MBE/WBE procurements were made. <input type="checkbox"/> No MBE/WBE(s) applied <input type="checkbox"/> No MBE/WBE(s) were qualified <input type="checkbox"/> Other:
6. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	TITLE
7. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	DATE

EPA FORM 5700-52A available electronically at: <https://www.epa.gov/grants/epa-form-5700-52a-united-states-environmental-protection-agency-minority-business>.

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 #: «Agreement_Number»

Federal Grant: C9-00045121 G22231-22

Recipient Name: «Recipient»

Recipient Address: «Recipient_Street_Address», «Recipient_City_State__Zip_Code»

Project Name: «Project_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@deg.state.or.us

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

**EXHIBIT E
PERFORMANCE REPORT/OWRI REPORT**

Project Name: «Project_Name»	DEQ Agreement # «Agreement_Number»
Recipient: «Recipient»	

Type of Report (please check one the following):

- Annual Reporting
- Performance Report
- OWRI Report

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 via email to the DEQ Grant Administrator.

Section I

Please include a discussion including the following:

- a. Overall summary of the project, including partners involved and their role.
- b. What were the goals for this Project? Were those goals met? If goals were not met, explain why not.
- c. List each drainage area (watershed) within the project by indicating the 12-digit HUC where Best Management Practices (BMPs) for this project have been installed in the recent calendar year.
- d. Estimates of the amount of pollutants prevented from reaching surface or ground water.
- e. Please enumerate specific quantifiable environmental changes and results that are a result of the Project.
- f. Provide a written description of what worked and what did not work. Provide a written description of lessons learned in carrying out the Project.
- g. 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 source
- h. 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 OWEB’s 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, 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 200.332(a)

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

Recipient Name: «Recipient»

(Note this must match the name associated with DUNS # below)

Recipient's unique entity identifier (i.e., DUNS #): «Recipient_DUNS_»

Federal Award Identification # (FAIN): C9-00045121 G22231-22

Federal Award Date: 10/01/2021

Agreement Period of Performance Start and End Date:

From Effective Date To «End_Date»

Budget Period Start and End Date:

From Effective Date To «End_Date»

Amount of Initial EPA Funds Obligated under the Agreement: «Grant_Amount»

Amount of Cumulative EPA Funds Obligated to Recipient: «Grant_Amount»

Amount of all EPA Funds Committed to Recipient: «Grant_Amount»

Total Amount of Federal Award to Oregon DEQ as the Pass-through Entity: \$260,552

Federal Award Project Title and Description: Clean Water Act Section 319 – Nonpoint Source Implementation in Oregon

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

Contact Information for Awarded Official:

Jennifer Wigal
Department of Environmental Quality
700 NE Multnomah Street, Suite 600
Portland, OR 97232
(503) 229-5323
jennifer.wigal@deq.state.or.us

Oregon DEQ Indirect Cost Rate: 21.7%

Assistance Listings number and Title: 66.460 – Nonpoint Source Implementation

Is Award R&D? «Is_this_Award_RDNo»