

Coronavirus State Fiscal Recovery Fund

Grant Agreement

#PBP-0006-22

Mid-Coast Place-Based Planning

By: Seal Rock Water District

OREGON WATER RESOURCES DEPARTMENT



GRANT AGREEMENT

#PBP-0006-22

Mid-Coast Place-Based Planning

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Water Resources Department (“OWRD”), and the Seal Rock Water District (“Recipient”). This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **March 31, 2025**.

This Agreement includes Exhibit A - Contact Information, Use of Funds/Project Description and Reporting Requirements, Exhibit B - Subcontract Insurance Requirements, and Exhibit C - Federal Award Identification.

Pursuant to Oregon Laws 2021, chapter 669, section 245, OWRD is authorized to distribute grant funds from funds received by the State of Oregon under the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802) for the purpose of providing financial assistance to public agencies or qualified organization for place-based planning as more particularly described in Exhibit A.

SECTION 1 - KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Act: The federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802), including all implementing regulations (31 CFR 35.1 *et seq.*) and other guidance promulgated by the U.S. Department of the Treasury.

Grant Amount: \$250,000

Completion Deadline: December 31, 2024.

SECTION 2 - FINANCIAL ASSISTANCE

OWRD shall provide Recipient, and Recipient shall accept from OWRD, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

OWRD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OWRD:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as OWRD may reasonably require.

SECTION 3 - DISBURSEMENT

A. Reimbursement-Based Disbursement. Subject to subsection 3.B., OWRD shall periodically reimburse Recipient for Eligible Costs (as that term is defined in Section 4 below) up to the Grant Amount upon Recipient’s submission of a reimbursement request (“Fund Request”) using a Fund Request Form provided by OWRD. Recipient must complete and sign a Fund Request Form and include appropriate documentation of expenditures before OWRD will approve and disburse Grant funds. The final 10%

of Grant funds will be disbursed to Recipient only after Recipient submits, and OWRD approves, the Final Report described in Exhibit A and shall be contingent upon Recipient's adherence to all conditions within Exhibit A. Recipient may submit a Fund Request no more often than monthly.

B. Conditions to Disbursements. OWRD has no obligation to disburse Grant funds unless:

(1) OWRD has sufficient funds currently available for this Agreement;

(2) OWRD has received appropriations, limitations, allotments or other expenditure authority sufficient to allow OWRD, in the exercise of its reasonable administrative discretion, to make payment, and notwithstanding anything in the Agreement, occurrence of such contingency does not constitute a default;

(3) Recipient has satisfied all conditions for reimbursement as set forth in Exhibit A; and

(4) Recipient has submitted to OWRD a Fund Request that is in a format acceptable to and approved by OWRD and that is accompanied by all necessary supporting documentation.

C. Grant Availability. Recipient's right to request disbursement under this Agreement terminates on the Completion Deadline and OWRD will not reimburse Fund Requests received after the Completion Deadline.

SECTION 4 - USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to provide financial assistance to public agencies or qualified organizations for place-based planning and plan implementation (the "Project"). Recipient may only use Grant funds to cover Project costs incurred during the period beginning on the Effective Date, and ending on the Completion Deadline ("Eligible Costs").

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OWRD as follows:

A. Organization and Authority.

(1) Recipient is a public body validly organized and existing under the laws of the State of Oregon.

(2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.

(3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.

(4) This Agreement has been duly executed by Recipient, and when executed by OWRD, is legal, valid and binding, and enforceable in accordance with their terms.

B. Compliance with the Act. Recipient will comply with the terms, conditions and requirements of the Act.

- C. Full Disclosure. Recipient has disclosed in writing to OWRD all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.
- D. Pending Litigation. Recipient has disclosed in writing to OWRD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

SECTION 6 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OWRD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
 - (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Federal Audit Requirements. The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.
 - (1) If Recipient receives federal funds in excess of \$750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OWRD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to OWRD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Agreement.
 - (3) Recipient shall save, protect and hold harmless OWRD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
 - (4) Recipient is authorized to use the Grant to pay itself for those administrative costs that are eligible costs under the Act to implement the Project. OWRD's approval of Recipient's

administrative costs does not preclude the State of Oregon from later recovering costs from Recipient if the U.S. Department of the Treasury disallows certain costs after an audit.

- D. System for Award Management. Recipient must comply with applicable requirements regarding the federal System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.
- E. Employee Whistleblower Protection. Recipient must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- F. Compliance with 2 CFR Part 200. Recipient must comply with all applicable provision of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements.
- G. Federal Funds. OWRD's payments to Recipient under this Grant will be paid by funds received by OWRD from the United States Federal Government. Recipient, by signing this Grant certifies neither it nor its employees, contractors, subcontractors or subrecipients who will administer this Agreement are currently employed by an agency or department of the federal government.
- H. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- I. Reserved.
- J. Financial Records. Recipient will cooperate with OWRD to provide all necessary financial information and records to comply with reporting requirements of the Act, as well as provide OWRD the reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until five years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.
- K. Inspection. Recipient shall permit OWRD, and any party designated by OWRD, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as OWRD may reasonably require.
- L. Notice of Event of Default. Recipient shall give OWRD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- M. Contribution and Recipient Subcontracts.
 - (1) Contribution.

(i) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third-Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third-Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third-Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

(ii) With respect to a Third-Party Claim for which OWRD is jointly liable with Recipient (or would be if joined in the Third-Party Claim), OWRD shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of OWRD on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OWRD on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OWRD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if OWRD had sole liability in the proceeding.

(iii) With respect to a Third-Party Claim for which Recipient is jointly liable with OWRD (or would be if joined in the Third-Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OWRD in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of OWRD on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of OWRD on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(2) Recipient Subcontracts. Recipient may enter into agreements with contractors or subcontractors (collectively, "Subcontracts") for performance of the Project.

(i) Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) Chapters 279 A, B, and C, and rules, ensuring that:

(x) All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and

(y) All procurement transactions are conducted in a manner providing full and open competition.

(ii) 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, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

(ii) Recipient shall require its first-tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance of the types and in the amounts specified in Exhibit B and meeting the requirements under ADDITIONAL INSURED, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under its Subcontracts, and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OWRD. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of “reasonable steps” include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a “first tier” contractor is a contractor with which Recipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

N. Representations and Covenants Regarding Prevailing Wage.

- (1) The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state “PWR”), or, if applicable, 40 U.S.C. 3141 et seq. (federal “Davis-Bacon Act”). If applicable, Recipient shall:
 - a) comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
 - b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and
 - c) unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a “public body” and the Project is a “qualified project,” as those terms are defined in

Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:

- i. Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
- ii. Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices' respective apprenticeship training programs;
- iii. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
- iv. Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.

(2) Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.

(3) Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

O. All employers, including Recipient, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subcontractors complies with these requirements.

SECTION 7 - DEFAULT

A. Recipient Default. Any of the following constitutes an "Event of Default" of Recipient:

- (1) Misleading Statement. Any materially false or misleading representation is made by or on behalf of Recipient, in this Agreement or in any document provided by Recipient related to this Grant.
- (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection (1) of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OWRD. OWRD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

B. OWRD Default. OWRD will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 8 - REMEDIES

- A. OWRD Remedies. Upon the occurrence of an Event of Default, OWRD may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of OWRD's obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from OWRD. If, as a result of an Event of Default, OWRD 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 OWRD's demand. OWRD may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. OWRD reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. Recipient Remedies. In the event of default by OWRD, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims OWRD has against Recipient.

SECTION 9 - TERMINATION

In addition to terminating this Agreement upon an Event of Default as provided in Section 8, OWRD may terminate this Agreement with notice to Recipient under any of the following circumstances:

- A. If OWRD anticipates a shortfall in applicable revenues or OWRD fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OWRD, in its reasonable discretion, to continue making payments under this Agreement.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

This Agreement may be terminated at any time by mutual written consent of the parties.

Upon termination under this Section 9, OWRD shall have no further obligation to reimburse Eligible Costs except those that Recipient has incurred as of the termination date.

SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of OWRD to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will 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.
- B. Choice of Law; Designation of Forum; Federal Forum. 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 (unless Oregon law requires that it be brought and conducted in another 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.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OWRD at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) 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 or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- D. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of OWRD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OWRD.
- G. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- I. No Third-Party Beneficiaries. OWRD and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- J. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6, 7, 8, 10.B, 10.C, 10.L and 10.M.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Agreement.

L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to OWRD by its attorneys.

M. Public Records. OWRD's obligations under this Agreement are subject to the Oregon Public Records Laws.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



SEAL ROCK WATER DISTRICT

By: _____
Lisa Snyder, Administrative Service
Administrator

By: A. Denlinger
Adam Denlinger, General Manager

Date: 01/11/2023

Date: January 5, 2023

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

s/ Samuel B. Zeigler
Samuel B. Zeigler, Senior Assistant Attorney General

EXHIBIT A

CONTACT INFORMATION, USE OF FUNDS/ PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

OWRD

State of Oregon, acting by and through its Water Resources Department

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Recipient

Seal Rock Water District
1037 NW Grebe Street
Seal Rock, OR 97376

Grant Administrator: Adair Muth

Telephone: (971) 301-0718

Email: WRD_DL_placebasedplanning@water.oregon.gov

Contact: Adam Denlinger

Telephone: (541) 563-3529

Email: adenlinger@srwd.org

Use of Funds/ Project Description:

Statement of Work

Grant funds shall only be used to accomplish the following tasks in relation to the Mid-Coast Water Planning Partnership Water Action Plan Prioritization and Early Implementation Steps Support as detailed in the direct award information form. The Recipient will prioritize the implementation actions identified in the Mid-Coast Water Planning Partnership’s Water Action Plan, and assist with initial steps to implement prioritized projects. The Recipient will facilitate meetings dedicated to prioritization, develop a prioritization document that describes the prioritization process and outcomes, track implementation status, refine prioritization if needed, and sustain coordination and capacity development among the partners. Once actions have been prioritized, the Recipient will support early implementation steps, such as project scoping leading to eligible capital projects, examining source water protection options, and continue to facilitate meetings.

Task 1. Prioritization process

Task Description - The Recipient will contract with GSI Water Solutions, Inc. (GSI), to facilitate and work with the Mid-Coast Water Planning Partnership (Partnership) to prioritize projects and actions in the Partnership’s Water Action Plan.

Activities will include:

- Plan and facilitate monthly prioritization work group meetings (a combination of virtual meetings and hybrid meetings (in-person and virtual)).
- Plan and facilitate biannual in-person full Partnership meetings.
- Identify and select a prioritization approach.
- Develop prioritization criteria.
- Apply the prioritization approach to the different categories of strategies based on the information available about the strategies.
- Test and refine the prioritization approach and criteria, as needed.
- Communicate with the Partnership throughout the process.
- Develop a prioritized project list.

Anticipated deliverable - Prioritization document outlining the prioritization process and prioritized list of projects.

Task 2. Early implementation and ongoing collaboration

Task Description - The Recipient will contract with GSI to facilitate and work with the Partnership to develop early implementation steps and work plans for prioritized projects and begin early implementation steps.

Activities will include:

- Identify early implementation steps for prioritized projects and develop work plans (e.g., project scoping for eligible capital projects).
- Track implementation status of prioritized projects.
- Refine prioritization or early implementation steps, if needed.
- Communicate with the Partnership throughout the process.
- Sustain coordination and develop capacity.

Anticipated deliverables - A document outlining the early implementation steps identified for projects and associated near-term work plans; Products developed as part of early implementation steps, such as scoping documents, funding plans, and/or similar project assessment documents.

The Grant Budget

The Grant Budget is as follows:

| Budget Categories | Approved Budget |
|---|------------------------|
| Salaries, Wages and Related Costs | \$20,182 |
| Materials and Supplies | \$3,000 |
| Travel | \$0 |
| Other | \$0 |
| Equipment and other Capital Costs | \$0 |
| Subcontractors | \$222,000 |
| Indirect Costs | \$4,818 |
| Subtotal of Grant Funds | \$250,000 |
| Match Funding - Expenditures from sources other than those managed by the Grantor | \$0 |
| Grand Total | \$250,000 |

Reporting Requirements:

Schedule

| Report Name | Frequency | Due Dates |
|--------------------------|-----------|---|
| Project Performance Plan | One-Time | 45 days after the Effective Date |
| Quarterly Report | Quarterly | April 1 st , July 1 st , October 1 st , January 1 st for the quarter that ended the prior month |
| Annual Report | Annually | July 1 st |
| Final Report | One-Time | Completion Deadline |

Project Performance Plan

Recipient shall submit to OWRD, using a template and instructions provided by OWRD, the following information in the Project Performance Plan:

1. Problem Statement
2. Goal
3. Rationales
4. Assumptions
5. Resources
6. Activities
7. Outputs
8. Short-Term Outcomes
9. Intermediate Outcomes
10. Long-Term Outcomes

Quarterly Reports

Recipient shall submit Quarterly Reports to OWRD which shall include such information as is necessary for OWRD to comply with the reporting requirements established by 42 U.S.C. 802, guidance issued by the U.S. Treasury, and 2 CFR Part 200 (known as the “Super Circular”). The reports shall be submitted using a template provided by OWRD that includes the following information:

1. Expenditure Report
 - a) Quarterly Obligation Amount
 - b) Quarterly Expenditure Amount
 - c) Projects
 - d) Primary Location of Project Performance
 - e) Detailed Expenditures (categories to be provided by OWRD)
2. Project Task Status Update
 - a) Status of project tasks: not started, completed less than 50 percent, completed 50 percent or more, completed.
 - b) Progress since last update including project outputs and achieved outcomes.
 - c) Identify barriers/risks to outcomes and describe actions taken to mitigate delays/risks to the overall project goal.
 - d) Optional: Share with OWRD community outreach/engagement or other positive local news stories.

Annual Reports

Recipient shall submit to OWRD a report annually on the following, as applicable, using a template provided by OWRD:

1. How the Project is Promoting Equitable Outcomes, if applicable
2. How the Project is Engaging with the Community, if applicable

Final Report

Recipient shall submit to OWRD by the Completion Deadline a signed Final Report. The Final Report must be completed on a form provided by OWRD that will require a summary of the project as completed and final financial reporting.

Administrative Costs

Recipient shall also deliver to OWRD no later than January 15, 2025, an accounting of all of its direct administrative costs paid by this Grant accompanied by a certification statement that all such costs comply with the Act. Grant funds may not be used to pay for any costs incurred after the Completion Deadline.

EXHIBIT B – SUBCONTRACT INSURANCE REQUIREMENTS

Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a “Contractor”) to obtain, at the Contractor’s expense, the insurance specified in this Exhibit B before performing under this Agreement and to maintain it in full force and at the Contractor’s own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OWRD. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY

All employers, including Contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its Contractors complies with these requirements. If a Contractor is a subject employer, as defined in ORS 656.023, the Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If the Contractor is an employer subject to any other state’s workers’ compensation law, Contractor shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, each Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen’s and Harbor Workers’ Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering each Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

A. Automobile Liability Broadened Pollution Liability Coverage Endorsement

If a Contractor is transporting any type of **hazardous materials** to implement the Project, then endorsements CA 99 48 or equivalent and MSC-90 (if the Contractor is a regulated motor carrier) are required on the Automobile Liability insurance coverage.

EXCESS/UMBRELLA INSURANCE

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Agreement, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to a Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Each Contractor shall waive rights of subrogation which the Contractor or any insurer of the Contractor may acquire against the OWRD or State of Oregon by virtue of the payment of any loss. Each Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the OWRD has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then the Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- (i) The Contractor's completion and OWRD's acceptance of all Services required under the Contract, or
- (ii) OWRD or Recipient termination of this Agreement, or
- (iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Upon request, each Contractor shall provide to OWRD Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance OWRD has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION:

Each Contractor or its insurer must provide at least 30 days' written notice to OWRD before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by OWRD under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and OWRD.

STATE ACCEPTANCE:

All insurance providers are subject to OWRD acceptance. If requested by OWRD, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to OWRD's representatives responsible for verification of the insurance coverages required under this Exhibit B.

EXHIBIT C
FEDERAL AWARD IDENTIFICATION
(REQUIRED BY 2 CFR 200.332(A)(1))

| | |
|--|---|
| (i) Subrecipient* Name: <i>(must match name associated with UEI)</i> | Seal Rock Water District |
| (ii) Subrecipient's Unique Entity Identifier (UEI): | DKVRNZLMHC15 |
| (iii) Federal Award Identification Number (FAIN): | N/A |
| (iv) Federal award date: <i>(date of award to OWRD by federal agency)</i> | |
| (v) Grant period of performance start and end dates: | Start: "Effective Date" End: December 31, 2024 |
| (vi) Grant budget period start and end dates: | Start: "Effective Date" End: December 31, 2024 |
| (vii) Amount of federal funds obligated by this Grant: | \$250,000 |
| (viii) Total amount of federal funds obligated to Subrecipient by pass-through entity, including this Grant: | \$250,000 |
| (ix) Total amount of the federal award committed to Subrecipient by pass-through entity**: <i>(amount of federal funds from this FAIN committed to Recipient)</i> | \$250,000 |
| (x) Federal award project description: | Coronavirus State Fiscal Recovery Fund |
| (xi) a. Federal awarding agency: | U.S. Department of the Treasury |
| b. Name of pass-through entity: | Oregon Department of Water Resources |
| c. Contact information for awarding official of pass-through entity: | Adair Muth, Grant Coordinator WRD_DL_placebasedplanning@water.oregon.gov |
| (xii) Assistance listings number, title and amount: | Number: 21.027 Title: Amount: |
| (xiii) Is award research and development? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| (xiv) a. Indirect cost rate for the federal award: | |
| b. Is the 10% de minimis rate being used per 2 CFR § 200.414? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

* For the purposes of this Exhibit C, "Subrecipient" refers to Recipient and "pass-through entity" refers to OWRD.

** The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current state fiscal year.