

OREGON WATERSHED ENHANCEMENT BOARD
GRANT AGREEMENT
for
MONITORING

Grantee: Grande Ronde Model WS Foundation	Grant Number: 221-5060-19630
Grant Name: Grande Ronde Basin Stream Flow Gauging Stations Operation - Water Years 2022 & 2023	
Award Amount: \$101,002.00	Project Completion Date: 12/31/2023
Award Date: 10/26/2021	Progress Report Due: 11/1/2022

Grantee

Grande Ronde Model WS Foundation
1114 J Avenue
La Grande, OR 97850-2073
Phone: (541) 663-0570
Email: jesse@grmw.org
Contact: Jesse Steele

Project Manager for the Grantee

Kayla Morinaga
N/A
1114 J Avenue
La Grande, OR 97850
Phone: (541) 663-0570
Email: kayla@grmw.org

Payee

Grande Ronde Model WS Foundation
Mary Estes
1114 J Avenue
La Grande, OR 97850
Phone: (541) 663-0570
Email: mary@grmw.org

Project Manager for the Board

Oregon Watershed Enhancement Board
Coby Menton
775 Summer St NE Ste 360
Salem, OR 97301-1290
Phone: (541) 786-0061
Email: coby.menton@oregon.gov

Fund Source:

This grant is funded by Oregon Lottery funds or another state fund source and must comply with the requirements defined in Article XV, section 4b(2) of the Oregon Constitution.

This Grant Agreement is between the Oregon Watershed Enhancement Board, hereafter called "Board," and the Grantee as identified above, in consideration of the mutual covenants contained herein. This Agreement consists of the following, in descending order of precedence: modifications to this Agreement contained in Exhibit B, if applicable, this Agreement less all exhibits attached, Exhibits G (Grant Application selected for funding by the Board), B (Conditions of Agreement), A (Schedule for Release of Funds), C (Project Completion Report Requirements), D (Required Evidence of Permits, Licenses and Other Agreements), E (Insurance Requirements), and F (Oregon Prevailing Wage Rate Law).

A. Authorization

This grant is authorized by ORS 541.890 to 541.958, as amended by Oregon Laws 2011, chapter 643, and is subject to Oregon Administrative Rules 695-001-0000 to 695-050-0050, as such rules may periodically be amended by the Board.

B. Grant Award

The Grantee agrees to perform the Project described in the grant application (Exhibit G) and as specified in this Agreement. The Board will disburse Grant Funds in accordance with Exhibit A (Schedule for Release of Funds).

The Grantee agrees that funds provided by the Board will be used only for the Project.

"Payee" designated on page one (1) of this Agreement means the person or entity designated by Grantee to administer grant payments under this Agreement.

C. Term of Agreement

Unless otherwise specified in Exhibit B, upon signature by all parties and approval as required by law, this Agreement is effective as of the Award Date specified on page one (1) of this Agreement, and expires on the Project Completion Date specified on page one (1) of this Agreement.

D. Funding Conditions

The Board's obligation to disburse funds to the Grantee under this Agreement is subject to the Board having received, on the date of each disbursement, sufficient funding, appropriations, limitations, allotments, or other expenditure authority to allow the Board, in the exercise of its reasonable administrative discretion, to make each disbursement. Nothing in this Agreement entitles the Grantee to receive payment under this Agreement from any part of Oregon state government other than the Board, and nothing in this Agreement is to be construed as permitting any violation of Article IX, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

As a condition for the disbursement of any Board funds, the Grantee agrees to do the following:

1. Obtain Necessary Permits and Licenses

Submit to the Board's Project Manager, before release of any Board funds for the Project components requiring permits or licenses, or for activities dependent on portions of the Project for which a permit or license has yet to be issued, copies of all permits and licenses from local, state or federal agencies or governing bodies that have been obtained, or written evidence acceptable to the Board that permits and licenses are not needed (see Exhibit D, Required Evidence of Permits and Licenses and Other Agreements) as required by ORS 541.932(10).

This statute gives OWEB discretion in releasing funds for portions of projects that do not require a permit or license. In considering whether to release funds for portions of on-the-ground restoration activities that do not require permits or licenses, OWEB will consider whether the activities provide ecological benefit consistent with the project objectives, and are not dependent on the portion of the project for which a permit or license has yet to be issued. OWEB also has the discretion to condition its release of funds based on specific circumstances of a project. Grantee should review Exhibit B Conditions of Agreement for any related conditions with respect to permitting, licensing and fund release.

2. Obtain Signed Landowner Agreements

Unless otherwise specified in Exhibit B, the Board will not release any payments under this Agreement until Grantee has submitted to the Board's Project Manager copies of signed Cooperative/Landowner Agreements for each Project site. Such Cooperative/Landowner Agreements shall at a minimum contain the agreements and certification outlined in Exhibit D.

3. Comply With Implementation Conditions

- (a) Submit to the Board's Project Manager, before release of any Board funds, documentation that non-Board match of at least 25% of the total amount of funding from the Board has been secured as required by OAR 695-005-0060(2), unless otherwise specified in Exhibit B, Conditions of Agreement, or;
For Focused Investment Partnership Projects, in accordance with OAR 695-047-0110(7), the matching funds requirement is reduced to a minimum of at least \$1.00. However, any cash or in-kind match funding utilized in the course of completing this grant must be documented in the Project Completion Report (Exhibit C). Submit to the Board's Project Manager, before release of any Board funds, documentation that \$1.00 minimum match requirement will be met for the match.
- (b) Provide written notice to the Board's Project Manager of any Grantee address changes, Grantee Project Manager changes or Payee changes.

4. Document and Report Project Completion; Board Approval

- (a) Submit to the Board's Project Manager all receipts, expenditure tracking sheets and other accounting records through the Project Completion Date, to document expenditure of grant fund installments, and to account for all other funding, in-kind contributions and donations in the Project Completion Report.
- (b) Submit to the Board's Project Manager within 60 days after the Project Completion Date, a Project Completion Report and the final Request for release of Funds that complies with Exhibit C, and includes any special reporting required in Exhibit B. Reports received after 60 days will be marked as "outstanding" until approved by the Board's designee. New grant agreements will not be released if Grantee has any outstanding reports.
- (c) Upon receipt of a Project Completion Report and the final Request for Release of Funds, the Board's designee has 90 days to either approve the report and release final funds, or notify Grantee of any concerns or missing information that must be submitted before the report is considered complete. If there are any unresolved issues 90 days after receipt of the Project Completion Report and the final Request for Release of Funds, then the grant will be marked "outstanding." New grant agreements will not be released if Grantee has any outstanding reports.

E. Records Maintenance and Access

- 1. Access to Records and Facilities.** The Board, the Secretary of State's Office of the State of Oregon and their duly authorized representatives will have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the grant moneys provided hereunder, or the Project for the purpose of making audits and examinations. In addition, the Board, the Secretary of State's Office of the State of Oregon and their duly authorized representatives may make and retain excerpts, copies and transcriptions of the foregoing books, documents, papers and records. Grantee will permit authorized representatives of the Board and the Secretary of State's Office of the State of Oregon to perform site reviews of all services delivered as part of the Project.
- 2. Retention of Records.** Grantee will retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the grant moneys or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination or expiration of this Agreement. If there are unresolved audit questions or litigation at the end of the six-year period, Grantee will retain the records until the questions or litigation is resolved.
- 3. Expenditure Records.** Grantee will document the expenditure of all grant moneys disbursed by the Board under this Agreement. Grantee will create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit the Board to verify how the grant moneys were expended, including without limitation accounting for all other funds expended, as well as in-kind services and donated materials.

F. Amendments; Changes in Project Approved by Board

1. Except as provided in Section F(3), any modifications of this Agreement must be mutually agreed to in writing by all parties.
2. All amendments, such as award amendments, time extensions and reinstatements may proceed regardless of reporting obligation status.
3. Grantee agrees to complete the Project as approved by the Board unless proposed modifications to the Project are submitted in writing to, and approved in writing by, the Board's Project Manager or, if required by this Agreement, the Board's Program Manager, prior to the beginning of any work proposed in the modification. Modifications to the budget categories shown in Exhibit A may be approved for change upon signature of the Board's Project Manager.

G. Assignment

The Grantee will not assign or transfer its interest in this Agreement without prior written approval from the Board.

H. Permission Required to Access Private Property; Access to Project Sites

In carrying out this Agreement, Grantee will not access any private property without first obtaining written consent from the landowner of the private property. Grantee will direct its contractors not to access private property without first obtaining written consent from the landowner of the private property.

Upon Board request and consistent with the Cooperative/Landowner Agreement(s) meeting the requirements as specified in Exhibit D, Grantee will seek the landowner's permission for mutually convenient access to the project site by Board members and their representatives for the purposes of evaluating Project implementation, completion, post-implementation status or effectiveness.

I. Public Domain Information

Projects funded by this grant may be used in the collection of monitoring information on private lands about the effects of the Project on aquatic or terrestrial conditions. Grantee acknowledges that all monitoring information obtained from private lands may become public information subject to the requirements of ORS 192.311 to 192.478.

J. Termination of Grant Agreement

1. This Agreement may be terminated:
 - (a) At any time by mutual written consent of all parties;
 - (b) Upon written notice by the Board to Grantee for Grantee's failure to perform any provision of this Agreement;
 - (c) Upon 30 days written notice by the Board to Grantee for any other reason specified in writing; or
 - (d) At any time, upon written notice by the Board, if the Board lacks sufficient funding, appropriations, limitations, allotments, or other expenditure authority to allow the Board, in the exercise of its reasonable administrative discretion, to disburse the grant funds.
2. Within 30 days of termination, Grantee will return to the Board any unspent funds provided by the Board under this Agreement in accordance with Section O, Recovery of Grant Funds. The Board will reimburse the Grantee for authorized services performed and expenses incurred before the termination under this Agreement.

K. Compliance With Applicable Law

Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement or the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations, (b) Titles VI and VII of the Civil Rights Act of 1964, as amended, (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (d) the Americans with Disabilities Act of 1990, as amended, (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) all regulations and administrative rules established pursuant to the foregoing laws, and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement or the Project and required by law to be so incorporated. Grantee shall not discriminate against any individual, who receives or applies for services as part of the Project, on the basis of actual or perceived age, race, creed, religion, color, national origin, gender, disability, marital status, sexual orientation, age or citizenship. All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under state law.

L. Grantee Authority

The individual signing on behalf of the Grantee hereby certifies and swears under penalty of applicable law that s/he is authorized to act on behalf of Grantee, has authority and knowledge regarding Grantee's payment of taxes, and to the best of her/his knowledge, Grantee is not in violation of any Oregon tax laws.

M. Indemnity

Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 - 30.300), Grantee will defend (subject to any limitation imposed by ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon and the Board and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Grantee or its officers, employees, contractors, or agents under this Agreement or in the implementation of the Project.

N. Designation of Forum

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.

O. Recovery of Grant Funds

Any funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement or that remain unexpended on the earlier of termination of this Agreement or the Project Completion Date must be returned to the Board not later than 15 days after the Board's written demand.

P. Counterparts

This Agreement may be executed in several counterparts, including by facsimile or by signature on a portable document format (pdf) delivered by email, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Q. Insurance

1. In addition to any insurance specified in Exhibit E, Grantee shall carry the insurance types and amounts described below and will continue this coverage through Project completion. In addition, the Grantee shall require that all contractors or consultants hired for construction, restoration, technical design, assessment or monitoring contracts carry the minimum insurance types and amounts described below. The minimum insurance requirements do not apply to contractors not engaged in these types of activities, for example, those engaged in facilitation, data analysis, or web design, etc.. Contractor insurance requirements do not apply to landowners with whom the Grantee is contracting to perform work on the landowner's property.

Insurance Type	Minimum Amount
General liability	\$1,000,000 per occurrence, \$2,000,000 annual aggregate
Auto liability	\$1,000,000 combined single limit

2. If requested by the Board, Grantee shall provide to the Board Certificate(s) of Insurance for all required insurance. As proof of insurance the Board has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.
3. Grantee or the insurer must provide at least 30 days' written notice to the Board before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

THIS AGREEMENT, INCLUDING ALL MATERIALS INCORPORATED BY REFERENCE, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THIS SUBJECT. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HERE REGARDING THIS AGREEMENT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE FAILURE OF THE BOARD TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE BOARD OF THAT OR ANY OTHER PROVISION. GRANTEE, BY EXECUTING THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CERTIFICATION

GRANTEE CERTIFIES THAT GRANTEE WILL NOT BEGIN WORK ON PROJECTS INVOLVING PRIVATE LANDS UNTIL GRANTEE HAS SECURED COOPERATIVE LANDOWNER AGREEMENTS (EXHIBIT D) WITH ALL PARTICIPATING PRIVATE LANDOWNERS THAT, AT A MINIMUM, COMPLY WITH SECTION H AND INCLUDE THE FOLLOWING:

- (a) Acknowledgement that the landowner is aware of the application to OWEB and that information relating to the work, including effectiveness monitoring data, is a public record.

AGREED:

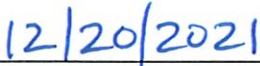
FOR THE GRANTEE:



Grantee Signature



Print Name



Date

FOR THE BOARD:

OWEB Program Manager

Date

EXHIBIT A

SCHEDULE FOR RELEASE OF FUNDS

All fund requests shall comply with the Board's Billing Instructions and Budget Categories Definitions and Policies, (see OWEB's website <https://www.oregon.gov/OWEB/> "manage your grant" and choose "payments & budget") and be submitted using the most current Request for Release of Funds form signed by the Grantee, Payee, or other agent authorized by Grantee. Disbursement of funds is subject to the Board having sufficient funding on the date of each disbursement. The Board will not reimburse the Grantee for any expenditure incurred prior to the award date of the grant agreement except for fees charged by an affected city or county for processing the required Land Use Information Sheet. Payment requests will be processed after approval by the Board's Project and Fiscal Managers or delegates.

Funds are released upon Board approval of receipts or invoices for amounts \$250 or more (excluding indirect cost grant administration) for purchases or work accomplished along with an expense tracking spreadsheet for all Board expenses.

Funds may also be released in advance on the basis of a detailed estimate of expenses. Copies of receipts, invoices or supporting documentation, for amounts \$250 or more (excluding indirect cost grant administration) must be submitted to document OWEB funds previously advanced for this grant within 120 days of the date of the payment. Also, an expense tracking spreadsheet for all OWEB expenses shall be submitted. Failure to comply may delay new grants from being issued, and other grant payment requests and amendments.

The grant budget consists of the elements listed below.

Budget Category	Amount
OWEB Funds	
Contracted Services	\$91,820.00
Categories Subtotal	\$91,820.00
Indirect Costs	\$9,182.00
Grant Total	\$101,002.00

Up to the final 10% of the grant (\$10,100.00) will not be released for payment until the Board's approval of the Project Completion Report including all grant expense documentation.
OAR 695-005-0060(7).

If Federally Negotiated Indirect Cost Rate (FNICR) is selected as the indirect cost method, then an approved plan as of grant application due date or later must be on file at OWEB before funds for indirect costs will be released.

Submittal and Board approval of a Project Completion Report and final Request for Release of Funds will authorize the Board to retain any remaining unspent funds.

EXHIBIT B
CONDITIONS OF AGREEMENT

1. Reporting: Progress Report

Grantee will submit to the Board's Project Manager progress report(s) that may be a brief paragraph, sent by email, using the heading "Progress Report" with the project number. The progress report should describe Project implementation status towards achieving the scope of work described in the Grant Application, detailing actions completed to date and providing an anticipated timeline for remaining Project components. See page one for reporting schedules.

EXHIBIT C
PROJECT COMPLETION REPORT REQUIREMENTS

Oregon Administrative Rule 695-010-0100(1) states that "Grantee must submit a report at completion of the project describing the work done and placing it in its larger watershed context." Therefore, **Grantee must submit a Project Completion Report within 60 days following project completion** that includes, but is not limited to, (1) through (6) below.

The Project Completion Report must be submitted electronically on OWEB's Grant Management System (OGMS). Electronic submission requires an OGMS User Identification and password. To request a User Identification and password, call (503) 986-0183.

1. **A final Project summary** that in 200 words or less, describes **what the Project accomplished and what problem(s) it addressed**. The information you provide will be used for accountability and reporting purposes, and displayed for the general public. Please make a clear and concise statement; avoid jargon and acronyms. For guidance see: <https://www.oregon.gov/OWEB/> "manage your grant" and choose "reporting requirements".
2. **A brief, narrative description of the Project including:**
 - (a) Background on the problem that generated the Project;
 - (b) A description of the work done, placing it in its larger watershed context;
 - (c) A description and explanation of any changes to the original proposal;
 - (d) A summary of any outreach activities related to the Project, including identification of any tours or presentations and copies of newspaper or other media coverage about the Project;
 - (e) Lessons learned, if any, from the Project; and
 - (f) Recommendations, if any, for more effective implementation of similar projects.
 - (g) **For Monitoring grants**, attach a technical report that describes the monitoring questions being asked and/or monitoring objectives being addressed; monitoring protocols used; a description of the sampling design; a map of all monitoring sites; all analyses completed; results of the monitoring, including tables, graphs and photos that visualize results; a description of where the data are stored for future access and/or use; discussion of the results, including a thorough explanation stating if and how monitoring questions/objectives were addressed; and an explanation of how the results will be used to inform future actions.
 - i. If effectiveness monitoring of a project was completed, provide an interpretation of the monitoring results that describes the effects of restoration actions being evaluated.
 - ii. As applicable, submit all water quality data to the Oregon Department of Environmental Quality's Laboratory and Environmental Assessment Section in an approved format for inclusion in the state's public database. The Project Completion Report shall include confirmation that your data were successfully transmitted to DEQ. Contact DEQ staff for information and instructions for submitting your data at:
<https://www.oregon.gov/deq/wq/Pages/WQ-Monitoring-Resources.aspx>.
 - iii. As applicable, submit all Habitat Inventory data, juvenile survey data and final reports to ODFW's Natural Resource Information Management Program (NRIMP) at:
<https://nrimp.dfw.state.or.us/DataClearinghouse/>. The Project Completion Report shall include confirmation that your data were successfully transmitted to ODFW.
3. **See Exhibit B for any additional reporting requirements for the Project Completion Report.**
4. **Attachments:**
 - (a) For Technical Assistance grants, attach final Project designs, the action plan prepared by the Project contractor or staff person, or a list of the landowners contacted and identify those successfully recruited, with discussion of the reasons that landowners agreed or declined to participate, and the resulting list of sites secured for Project implementation (include township, range, and section for each).
 - (b) For CREP Technical Assistance grants, attach the Quarter 8 Progress Report, and a list of landowners provided with technical assistance under the project who did not enroll in the CREP Program, with discussion of the reasons that the landowners declined to participate.
 - (c) For Watershed Assessment grants, attach two (2) paper copies and an electronic version of the completed assessment.
 - (d) For Stakeholder Engagement grants, attach copies of any outreach or informational materials developed as part of this Project.

5. Final Report Metrics Form:

Complete the Final Report Metrics form as provided for Technical Assistance, Monitoring and Stakeholder Engagement grants on the OWEB website at <https://www.oregon.gov/OWEB/> "manage your grant" and choose "forms". The information you provide in the Final Report Metrics Form is used by OWEB for federal and state reporting purposes.

EXHIBIT D

REQUIRED EVIDENCE OF PERMITS, LICENSES AND OTHER AGREEMENTS

ORS 541.932(10) states that "the Board may not disburse funds to the applicant for any part of the project that requires the applicant to obtain a permit or license from a local, state or federal agency or governing body until the applicant presents evidence that the agency has granted the permit or license." OWEB also has the discretion to condition its release of funds based on specific circumstances of a project. Grantee should review Exhibit B Conditions of Agreement for any related conditions with respect to permitting, licensing and fund release.

If applicable to this grant, the Grantee must provide before the release of any Board funds copies of applicable permits, licenses, and other agreements that have been obtained to provide sufficient evidence that this requirement has been met or written evidence acceptable to the Board that permits and licenses are not required.

By its signature on this Agreement, the Grantee certifies to OWEB that the following is a complete and accurate list of the Project components requiring permits or licenses and the associated required permits or licenses.

Check one of the two boxes below:



Permits are not required for this Project.



The following permits, licenses, and General Authorizations are required for this Project:

Cooperative/Landowner Agreement(s). OAR 695-005-0060(4) states that "prior to disbursement of Board funds for projects involving private lands, the Board must receive certification from the Grantee that they will obtain, prior to expending Board funds on a property, a Cooperative Agreement from the landowner." See signature page of this Agreement for Grantee Certification, and also Exhibit B.

Check one of the three boxes below:



The work related to this Project will not require site access. Therefore, Cooperative/Landowner Agreement(s) are not required.



All work related to this Project will occur on *public* lands. Therefore, Cooperative/Landowner Agreement(s) are not required.



All Cooperative/Landowner Agreements for projects shall include, but is not limited to:

- Landowner's certification that the landowner owns the land where the work will be carried out;
- Landowner's agreement to allow Grantee to carry out the work, or a portion of the work on the landowner's property;
- Landowner's agreement to allow maintenance of the work over a time period consistent with the grant application;
- Landowner's agreement to allow the OWEB Board and its representatives access to the site where the work is being carried out for inspection and evaluation; and
- Landowner's acknowledgment that he/she is aware of the application to OWEB and that information relating to the work, including effectiveness monitoring data, is a public record.

EXHIBIT E
INSURANCE REQUIREMENTS

Section Q of this Agreement specifies the base insurance requirements. The Board considers some projects and project activities to have an increased risk to the organization, organization's employees, volunteers, and the community and may require additional insurance. If required for the Project under this Agreement, the additional insurances types required, the amount, and who will carry the insurance are set forth below.

- ☒ The work related to this Project **will not** require additional insurance beyond base Agreement requirements.
- ☐ The work related to this Project **will** require additional insurance beyond base Agreement requirements.

If Grantee is completing the technical work, they shall carry the insurance types and amounts described below and will continue this coverage through Project completion. If Grantee is contracting out the technical work, they will only be required to meet the minimum OWEB insurance requirements of **Section Q** of this Agreement. Additionally, the Grantee shall require that all contractors or consultants hired for construction, restoration, technical design, assessment or monitoring activities carry the minimum insurance types and amounts described below.

Insurance Type	Coverage Amount	Organization carrying insurance

EXHIBIT F

OREGON PREVAILING WAGE RATE LAW

Grantees may be required to comply with Oregon's prevailing wage rate law, ORS 279C.800-279C.870. This law requires that entities using public funds for public works must pay not less than the prevailing rate of wage for an hour's work, including fringe benefits, in the same trade in the locality where the work is performed. Contracts not exceeding \$50,000 are exempt from prevailing wage rate laws and nonprofit organizations are exempt for work other than construction. Public works is defined as including "roads, highways, buildings, structures and improvements of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by any public agency to serve the public interest . . ." ORS 279C.800(6)(a). Construction is defined as "the initial construction of buildings and other structures, or additions thereto, and of highways and roads." OAR 839-025-0004(5)

Failure to comply with prevailing wage rate laws could result in a Grantee being liable to the workers affected in the amount of their unpaid minimum wages, including all fringe benefits, and in an additional amount equal to unpaid wages as liquidated damages.

Information regarding prevailing wage rate law can be found on the Bureau of Labor and Industries website at https://www.oregon.gov/BOLI/WHDPWR/Pages/W_PWR_Pwrbk.aspx.

EXHIBIT G
OWEB GRANT APPLICATION
(In OWEB files)