

Grant Agreement

2025 Certified Local Government (OR-25-19)

This Agreement is made and entered into, by and between, the State of Oregon, acting by and through Oregon Parks and Recreation Department (OPRD), Heritage Programs, hereinafter referred to as the “State” and:

Deschutes County
PO Box 6005
Bend, OR 97708

or designated representative, hereinafter referred to as the "Grantee."

1. **GENERAL PURPOSE:** The general purpose of this agreement is: to undertake the heritage-related project as detailed in Attachment A.
2. **AGREEMENT PERIOD:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended in writing, the Project shall be completed by 6/30/2026. If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before the Project Completion Date. No Grant Funds are available for any expenditures after the Project Completion Date.
3. **GRANT FUNDS:** The State agrees to pay the Grantee a maximum amount of \$8,946 for costs authorized under this agreement.
4. **AGREEMENT DOCUMENTS: Included as Part of this Agreement are:**
 - Attachment A: Scope of Work
 - Attachment B: Information required by 2 CFR § 200.331(a)(1)
 - Attachment C: Standard Terms and Conditions
 - Attachment D: Reporting and Payment – Historic Preservation Fund Grants
 - Attachment E: Insurance Requirements

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 shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment C; Attachment D; Attachment B; Attachment E.

Contact Information: A change in the contact information for either party is effective upon providing written notice to the other party:

Grantee	Grantee Billing Contact	OPRD Contact
Peter Gutowsky	Peter Gutowsky	Kuri Gill
Deschutes County	Deschutes County	Grant and Outreach Coordinator
117 NW Lafayette Ave	117 NW Lafayette Ave	Oregon Heritage
Bend, OR 97708	Bend, OR 97708	Oregon Parks & Recreation Dept
541-385-1709	541-385-1709	725 Summer St NE, Suite C
peter.gutowsky@deschutes.org	peter.gutowsky@deschutes.org	Salem, OR 97301

Contractor or Sub-Recipient Determination: In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OPRD’s determination is that:

Recipient is a sub-recipient; OR Recipient is a contractor.

5. SIGNATURES:

In witness thereof: the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

GRANTEE:

_____ Signature, Authorized Representative	_____ Date
_____ Name and Title of Signer (Type or Print)	

STATE:

_____ Christine Curran, Deputy State Historic Preservation Officer OPRD Heritage Programs	_____ Date
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Attachment A -- Scope of Work

2025 Certified Local Government Deschutes County 2025 CLG Grant Projects (OR-25-19)

Grantee: Deschutes County

Grant Amount: \$8,946 **Match Amount:** \$8,946

Project Summary: Complete commissioner training, offer public education including update/reprinting of Sisters walking tour brochure and updates to HLC website and historic resource StoryMap and review and compliance in Deschutes County.

The grant funds and matching local contributions will be used to accomplish the work items detailed in the Budget and Work Description sections that follow. OPRD Heritage Programs staff must approve any changes to this Scope of Work.

PROPOSED BUDGET

1. Administration	
Staff/Personnel	\$1,342
	Total: \$1,342
2. Other Preservation Activities	
Other	\$7,696
	Total: \$7,696
3. Public Education	
Staff/Personnel	\$1,750
Publishing, Printing, etc.	\$1,000
Materials and Equipment	\$250
	Total: \$3,000
4. Review and Compliance	
Staff/Personnel	\$5,854
	Total: \$5,854
	Total Project Budget <u>\$17,892</u>

WORK DESCRIPTION

1. Administration **\$1,342**

Products:

Complete grant administration.

Standards and Provisions:

- Allowable costs and services must be related to the administration of this grant: application/contract processing, project oversight, reimbursement requests, etc.

- Any purchases or contracts for services over \$25,000 should follow appropriate procurement procedures, including obtaining at least three estimates.

Attachment A -- Scope of Work

2025 Certified Local Government Deschutes County 2025 CLG Grant Projects (OR-25-19)

Grantee: Deschutes County

Grant Amount: \$8,946 **Match Amount:** \$8,946

2. Other Preservation Activities **\$7,696**

Products:

Provide training resources. - Pay approved organizational memberships. - Attendance at approved conferences and trainings.

Standards and Provisions:

Activities in this program area include any activity that is eligible for Historic Preservation Fund (HPF) assistance but that does not readily fall within one of the Program Areas described in the Historic Preservation Fund manual, or involves Multiple Program Areas and the activity cannot reasonably be divided among the specific Program Areas. One example is HABS/HAER documentation projects.

- Completed work must be consistent with The Secretary of the Interior's "Standards for Archeology and Historic Preservation," which include the "Standards for Preservation Planning."
- Any purchases or contracts for services over \$25,000 should follow appropriate procurement procedures, including obtaining at least three estimates.
- All reports and publications related to this project must give credit to the State Historic Preservation and National Park Service.

"This publication has been funded with the assistance of a matching grant-in-aid from the Oregon State Historic Preservation Office and the Historic Preservation Fund, National Park Service, Department of the Interior. Any opinion, findings, and conclusions or recommendations expressed in this material do not necessarily reflect the views of the Department of the Interior. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Office of Equal Opportunity, National Park Service, 1201 Eye Street, NW (2740) Washington, DC 20005"

- Pictures of exhibits, programs and events are required for reimbursement. Digital images of 300dpi or higher are required.

Attachment A -- Scope of Work

2025 Certified Local Government Deschutes County 2025 CLG Grant Projects (OR-25-19)

Grantee: Deschutes County

Grant Amount: \$8,946 **Match Amount:** \$8,946

3. Public Education \$3,000

Products:

Offer public education. - Sisters walking tour brochure. - Preservation month activities.

Standards and Provisions:

- Prior to starting the public education project, the grant recipient must receive written approval from Oregon Heritage on the final work plan and final draft of publications prior to printing and distribution.

- Any purchases or contracts for services over \$25,000 should follow appropriate procurement procedures, including obtaining at least three estimates.

- Prior to publication, a draft of all products, newsletters, brochures, etc. must be submitted to and approved by Oregon Heritage.

- Information in all interpretive materials (programs, videos, podcasts, etc.) must be authentic and documented.

- All reports and publications related to this project must give credit to the State Historic Preservation and National Park Service.

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"The activity that is the subject of this [type of publication] has been financed [in part/entirely] with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior."

- Pictures of exhibits, programs and events are required for reimbursement. Digital images of 300dpi or higher are preferred.

- Copies of flyers, articles, programs, publications, etc. are required for reimbursement.

Attachment A -- Scope of Work

2025 Certified Local Government Deschutes County 2025 CLG Grant Projects (OR-25-19)

Grantee: Deschutes County

Grant Amount: \$8,946 **Match Amount:** \$8,946

4. Review and Compliance **\$5,854**

Products:

Complete review and compliance activities.

Standards and Provisions:

- Eligible costs and activities include those related to local “design review” as well as to participation with the SHPO in state or federal compliance activities for properties within the local government’s boundaries.

- Activities and products must be consistent with local, state, and federal preservation standards and guidelines, including the National Register bulletin “How to Apply the National Register Criteria for Evaluation” and the Secretary of the Interior’s “Standards for Rehabilitation”.

- The grantee must maintain records of cases it reviews and the decisions it make.

- Any purchases or contracts for services over \$25,000 should follow appropriate procurement procedures, including obtaining at least three estimates.

- All reports and publications related to this project must give credit to the State Historic Preservation and National Park Service.

"This publication has been funded with the assistance of a matching grant-in-aid from the Oregon State Historic Preservation Office and the Historic Preservation Fund, National Park Service, Department of the Interior. Any opinion, findings, and conclusions or recommendations expressed in this material do not necessarily reflect the views of the Department of the Interior. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Office of Equal Opportunity, National Park Service, 1201 Eye Street, NW (2740) Washington, DC 20005"

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ATTACHMENT B
Information required by 2 CFR § 200.331(a)(1)*

Federal Award Identification:

1. Subrecipient name (which must match registered name in SAM): Deschutes County
2. Subrecipient's Unique Entity Identifier (SAM): SVJRCF7JN519
3. Federal Award: P24AF01267
4. Federal Award Date: 7/11/2024
5. Sub-award Period of Performance Start and End Date: From 4/1/2025 to 6/30/2026
6. Total Amount of Federal Funds Obligated by the Agreement: \$8,946
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: \$8,946
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$8,946
9. Federal Award Project Description:
Complete commissioner training, offer public education including update/reprinting of Sisters walking tour brochure and updates to HLC website and historic resource StoryMap and review and compliance in Deschutes County.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of Federal awarding agency: National Park Service
 - (b) Name of pass-through entity: State Parks and Recreation, Oregon
 - (c) Contact information for awarding official of pass-through entity:
*Christine Curran, Deputy State Historic Preservation Officer
State Historic Preservation Office
Oregon Parks and Recreation Department
725 Summer Street NE, Suite C
Salem, Oregon 97301*
11. CFDA Number and Name: 15-904 Historic Preservation Fund Grants in Aid
Amount: \$8,946
12. Is Award Research and Development? No
13. Indirect cost rate for the Federal award: 0%

*For the purposes of this Exhibit, the term "Subrecipient" refers to the Grantee, and the term "pass-through entity" refers to State Parks and Recreation, Oregon.

Attachment C
Standard Terms and Conditions – Historic Preservation Fund Grants

1. **Authority:** ORS 358.590 (3) authorizes the Oregon Parks and Recreation Department to award grants for heritage projects throughout Oregon.
2. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, 36 CFR 61.6 and Chapter 9 of the Historic Preservation Fund Grant Manual.
3. **Work Plan Approval:** Prior to commencing the project described in Attachment A, Grantee shall receive approval on a final work plan from the State.
4. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties. Notwithstanding any other provision to the contrary, if Grantee seeks any changes in either the Project Scope or the Project Budget (a “Project Change”) Grantee must obtain prior approval of State as specified below. The Grantee shall be fully responsible for all costs that occur outside the established Project Scope, schedule or budget and prior to State’s approval of a Project Change. State may in its sole discretion, approve or disapprove of any proposed Project Change in Project Scope or Project Budget. In the event State approves Project Change, such Change must be reduced to writing and implemented as an amendment to this Agreement. The following Project Changes must be approved by State to be eligible for funding under this Agreement:
 - a. Any significant change or reduction in the Scope of Work described in the Project Description.
 - b. Any deviation from the original Project Budget. Any budget change request must explain in detail what change is requested, the reason for the requested change, and any efforts that Grantor has made or will make to mitigate the effect of the proposed budget change.
5. **Employment Practices Clause:** In carrying out its responsibilities under this agreement, the Grantee shall not deny benefits to or discriminate against any person on the basis of race, religion, sex, color, national origin, family status, marital status, sexual orientation, age, creed, and source of income or mental or physical disability, and shall comply with all requirements of federal and state civil rights statutes, rules and regulations including:
 - Title VI of the Civil Rights Act of 1964 (42 USC 200d et. seq.).
 - Section 504 of the Rehabilitation Act of 1973 (20 USC 794).
 - Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.).
 - Americans with Disabilities Act of 1990 (42 USC sections 12101 to 12213).
 - ORS 659.400 to 659.460 relating to civil rights of persons with disabilities.
6. **Records Maintenance and Access; Audit:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
 - a. **Access to Records and Facilities.** OPRD, the Secretary of State of the State of Oregon (Secretary), the United States Department of the Interior, or their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, OPRD, the Secretary, the United States Department of the Interior and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of OPRD, the Secretary, or their designees to perform site reviews of the Project, and to inspect all vehicles, real

property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

- b. **Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds 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 expiration or termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.
- c. **Audit Requirements.**
 - i. Grantees receiving federal funds in excess of \$750,000 in a fiscal year are subject to audit conducted in accordance with 2 CFR Part 200, Subpart F. If subject to this requirement, Grantee shall, at Grantee's own expense, submit to State, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement.
 - ii. Grantee shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and either State or State of Oregon.
7. **Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the CLG Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, date volunteered, hours worked, location worked at and rate used for match to be eligible.
8. **Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
9. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of State, the Secretary, or their designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased and any property on which development work was completed by Grantee as part of the Project services rendered by Grantee.
10. **Preservation Agreements and Covenants:** Development projects on historic properties are subject to a preservation agreement between Grantee and the State Historic Preservation Office.
11. **Tax Obligations:** Grantee will be responsible for any federal or state taxes applicable to payments under this Agreement.
12. **Contribution:** 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.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State 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 the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee 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 the State on the one hand and of the Grantee 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. The State's contribution

amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee 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 the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State 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 the Grantee on the one hand and of the State 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. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee 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 ("Indemnitee") 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 Grantee'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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

13. **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. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
14. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon the following:
 - a. OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement;
 - b. Grantee's compliance with the terms of this Agreement, including all Attachments; and
 - c. Grantee's representations and warranties set forth in Section 15 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
15. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State. Any funds disbursed to Grantee under this Agreement that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Grantee shall return all such unexpended funds to State within 14 days after the earlier of expiration or termination of this agreement.
16. **Independent Contractor.** Grantee shall perform the Project as an independent contractor and not as an agent or employee of OPRD. Grantee has no right or authority to incur or create any obligation for or legally bind OPRD in any way. OPRD cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of OPRD, as those terms are used in ORS 30.265, and shall not make

representations to third parties to the contrary.

17. **Representations and Warranties of Grantee.** Grantee represents and warrants to State as follows:
- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. 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 Grantee of this Agreement.
 - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - c. **No Solicitation.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. **No Debarment.** Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Grantee agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement, including all Attachments, or implied by law.

18. **Responsibility for Grant Funds:** Any Grantee of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that Grantee's breach of the conditions of this Agreement, and shall, upon Grantee's breach of conditions that requires State to return funds to the federal government, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Grantee of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
19. **Termination:** This contract may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
20. **Entire Agreement:** This Agreement, including all Attachments, constitutes the entire Agreement between the parties. 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. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other

provision. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

21. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
22. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
23. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
24. **Super Circular Requirements.** Grantee will comply with 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
 - a. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. Procurement Standards. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.

Attachment D
Reporting and Payment – Historic Preservation Fund Grants

1. **Grant Payments / Reimbursements:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement; Attachment A, Scope of Work; and the original Application. The source of the Grant funds is the United States Department of the Interior, National Park Service. To request reimbursement, Grantee shall use OPRD’s online grant management system accessible at oprdgrants.org. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid by Grantee. Grantee may request reimbursement as often as quarterly for costs accrued to date. A progress report submitted to OPRD’s online grant management system is required with each reimbursement request. The Grant Funds shall be used solely for the Project described in Attachment A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to the terms of this Agreement.
2. **State Fiscal Year-End Request for Reimbursement:** Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses including matching expenses, if any, accrued up to June 30, of each state fiscal year. The State Fiscal Year-End Reimbursement Request must be submitted to OPRD by July 15th of each year.
3. **Reimbursement Terms:** The total estimated project cost is included in the grant agreement. Subject to and in accordance with the terms and conditions of this Agreement, OPRD shall provide Grant Funds to Grantee for the project in an amount not to exceed the amount awarded in the grant agreement, whichever is less, for eligible costs of work completed. Grantee shall accept the Grant Funds and provide Match Funds for the Project as required by the grant.
4. **Progress Reports:** The Grantee shall report to OPRD regarding the status and progress of the project as follows:
 - For the year one period beginning April 1, ending June 30, 2025: report is due July 15, 2025
 - For the year one period beginning July 1, ending November 20, 2025: report is due December 31, 2025
 - For the year one/two period beginning July 1, ending June 30, 2026: report is due July 15, 2026

Progress Reports shall be submitted using OPRD’s online grant management system accessible at oprdgrants.org.

5. **Retention:** OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project and Final Report.
6. **Final Report:** Grantee must submit a Final Progress Report, a Final Reimbursement Request and digital pictures of the completed project to OPRD within 45 days of the Project Completion Date or the required deadlines, whichever is first. OPRD may, at its sole discretion, conduct appropriate inspections of the Project within a reasonable time following submission of the Final Report. Grantee shall assist OPRD and cooperate fully to the satisfaction of OPRD with all inspections that OPRD conducts.

ATTACHMENT E
Insurance Requirements

GENERAL.

Grantee shall require in its first tier contracts (for the performance of work on the Project) with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the contract commencing 3/31/2023, and ii) maintain the insurance in full force throughout the duration of the contract. 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 the Oregon Parks and Recreation Department (“OPRD”). Grantee shall not authorize work to begin under contracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the contracts permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Grantee permit work under a contract when Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a contract in which the Grantee is a party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers’ compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OPRD. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following coverage amounts:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance:** Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include the State of Oregon, OPRD, its officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

“TAIL” COVERAGE. If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance, either “tail” coverage or continuous “claims made” liability coverage must be maintained, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the contract, for a minimum of 24 months following the later of : (i) the contractor’s completion and Grantee’s acceptance of all services required under the subagreement or, (ii) the expiration of all warranty periods provided

under the contract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OPRD may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If OPRD approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days’ written notice to Grantee before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.