

**GRANT AGREEMENT
BETWEEN
OREGON DEPT. OF FORESTRY
AND
[GRANTEE]**

THIS GRANT AGREEMENT ("Agreement") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and between the Oregon Department of Forestry ("ODF"), a department of the State of Oregon Government, and [Grantee agency name] ("Grantee"), a local government entity (collectively, the "Parties" and individually "Party").

RECITALS

- A. This Agreement is authorized by ORS 477.406 and ORS 279A.050.
- B. ODF will provide grant funds to Grantee under this agreement to implement treatments that contribute to forest health and resilience.
- C. ODF has been designated by Oregon State Legislature as the oversight state agency that would direct the state allocated funding to Grantee.

NOW THEREFORE, the Parties agree as follows:

TERMS

- 1. Grant Award.** Grantee agrees to implement forest health and resilience treatments as specified in this Agreement and described in the Statement of Work and Budget, attached as Exhibit A. In return ODF agrees to provide the payment for actual costs of expenditures in an amount not to exceed the amount identified in the Budget section of Exhibit A.

The Grantee agrees that funds provided by ODF will be used only for the work identified in this Agreement. Any funds disbursed by the Grantor that are unused for the project will be returned to ODF no later than 30 days after the termination of this agreement.

- 2. Statement of Work and Budget.** Grantee agrees to accomplish the work described in Exhibit A attached hereto and by this reference made a part thereof. Grantee further agrees to adhere to the Budget also set forth in Exhibit A.
- 3. Term.** The term of this Agreement shall commence with the signing of this agreement by all Parties and expire on June 15, 2023. Project costs detailed in the approved scope of work and budget, incurred after the notice of Award on Feb. 2, 2022 may be reimbursable at the discretion of ODF. Grantee cannot request reimbursement for any expenses incurred after June 15, 2023.

4. Records Maintenance and Access.

- a. Grantee will retain and keep accessible all books, documents, papers, and records that are 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.
 - b. Grantee will document the expenditure of all grant moneys disbursed by ODF under this Agreement. Grantee will further document all other expenditures relating to this project. Grantee will create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODF 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.
 - c. Grantee will make all books, documents, papers and records of Grantee that are directly related to this Agreement, the grant moneys provided hereunder, or the project available to The Oregon Secretary of State's Office and its duly authorized representatives for the purpose of making audits and examinations.
 - d. Grantee agrees to coordinate with landowners receiving treatment to ensure they are notified that the use of grant funds and receipt of treatment activities authorizes property access by ODF personnel to inspect treatment locations, including subsequent monitoring surveys.
5. **Project Site Access.** Grantee will provide access to the project site for inspection and tour of the project site by representatives of the Grantor.
6. **Payment.** This grant is to reimburse Grantee for actual expenditures incurred pursuant to this Agreement through the end of the Agreement Term. Reimbursement is not allowed for expenditures exceeding the amount of the grant award, unless an amendment to the budget has been approved. Grantee agrees that invoices submitted for billing purposes must contain the information exhibited in the Sample Invoice contained in Exhibit B. Grantee will not submit invoices that result in net payments to grantee in excess of 10% the total grant cost. Invoicing should occur no more frequently than once a month.
7. **Reporting.** Grantee shall provide ODF with one final report showing funds expended and work completed. This final report shall include percent complete for each task in the Statement of Work (Exhibit A), describe work completed by the Grantee for each task in the Statement of Work (Exhibit A), and summarize the final outcomes of the completed project, including a Geospatially reference polygon (shapefile) of treatment locations. The final report will be due within 45 days following the date of expiration.

8. Award Closeout. Grantee will submit to ODF all financial performance documentation, the final report, all deliverables specified in the Statement of Work, and any final reimbursement requests required under this agreement within 45 days following the date of expiration or termination of this grant.

9. Public Domain Information. The project funded by this grant will produce a program model that other entities wanting to promote similar projects may use. Grantee acknowledges that all program model information developed from Agreement funds will become public information.

10. Modification Provisions. The terms of this Agreement may be modified by mutual agreement of the Parties. Any modification shall be in writing, shall refer specifically to this Agreement, and shall be executed by the Parties.

11. Termination of Agreement. This Agreement may be terminated:

- (a) At any time by mutual written consent of all Parties.
- (b) Upon written notice by ODF to Grantee for failure to perform any provision of this Agreement.
- (c) Upon 30 days written notice by the ODF to Grantee for any other reason specified in writing. or
- (d) At any time, upon written notice by the ODF, if ODF lacks sufficient funding, appropriations, limitations, allotments, or other expenditure authority to allow ODF, in the exercise of its reasonable administrative discretion, to disburse the grant funds.

12. Compliance with Laws.

1. The Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the Grantee's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.
2. Without limiting the generality of the foregoing, the Grantee expressly agrees to comply with:
 - (i) Executive Order 11246, Equal Employment Opportunity; (ii) Drug Free Workplace Act of 1988, P.L. 110-690; (iii) Title VI of Civil Rights Act of 1965; (iv) Section V of the Rehabilitation Act of 1973; (v) the Americans of Disabilities Act of 1990 and ORS 659.425; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
3. The Department's performance under this Agreement is conditioned upon the Grantee's compliance with the obligations required for public contracts under ORS 279B.220, 279B.225, 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated by reference herein. The Grantee shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled plastic resin products and

recycled products (as recycled product is defined in ORS 279A.010(1)(gg)).

4. The Grantee offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the Grantee on the basis of race, color, national origin, age, sex (in education activities) or disability.

13. Defense and Indemnification. THE GRANTEE AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY STATE AND ITS DEPARTMENTS, AGENCIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE RESULTING FROM, ARISING OUT OF OR RELATING TO THE ACTS OR OMISSIONS OF THE GRANTEE, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS AGREEMENT.

14. Governing Law and Forum. The Parties expressly agree that this Agreement shall be governed and interpreted in accordance with the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. 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, to or from any Claim or from the jurisdiction of any court.

15. Assignment. This Agreement is non-assignable and non-transferrable.

16. Contracting. Grantee, at its discretion, may contract portions of its work under this Agreement without the prior written approval of ODF. Grantee shall require contractor to agree, as to the portion contracted, to fulfill the obligations of Grantee as specified in this Agreement. Grantee shall remain obligated for full performance hereunder, and ODF shall incur no obligation other than its obligations to Grantee hereunder. Grantee agrees that if contractors are employed in the performance of this Agreement, Grantee will follow all required public contracting policies and procedures established by Grantee.

17. Severability. If any provision of this Agreement is found to be unconstitutional, illegal, or un-enforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal, or unenforceable shall construe this Agreement without such provision to give effect to the intentions of the Parties to the maximum extent possible.

18. Integration. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between ODF and Grantee and supersedes any, or all, prior written or oral discussions or agreements.

19. Waiver. ODF and Grantee shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

20. Insurance.

- a) Grantee shall carry the insurance types and amounts described below and will continue this coverage through Project completion. In addition, Grantee shall require that all contractors or consultants carry the minimum insurance types and amounts described below.

Insurance Type	Minimum Amount
General liability	\$1,000,000 per occurrence, \$2,000,000 annual aggregate
Auto liability	\$1,000,000 combined single limit
Worker's Comp	All employees

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

21. Representations and Warranties. The Grantee hereby represents and warrants that:

1. The Project shall be performed in a timely manner by qualified personnel in accordance with applicable professional standards.
2. The Grantee has the authority to enter into and perform in accordance with this Agreement and that this Agreement, when executed and delivered, is a valid and binding obligation of the Grantee's that is enforceable in accordance with its terms.

22. Binding Agreement. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and the Grantee and their respective successors and assigns.

23. Notice. Any notice under this Agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail, addressed to the Parties as follows:

ODF: **Small Forestland Grant Program Lead**
Oregon Dept. of Forestry
2600 State Street
Salem, OR 97310

Grantee:

24. Exhibits Attached. The following exhibits are attached and incorporated by reference as part of this Agreement:

Exhibit A Statement of Work and Budget
Exhibit B Sample Invoice

25. Signatures. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants having the authority to execute this Agreement.

26. Counterparts. This Agreement may be executed in several counterparts, 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.

27. Tax Certification. The individual signing this Agreement for the Grantee swears or affirms, under penalty of perjury, that he or she is authorized to act on behalf of the Grantee, has authority and knowledge regarding the payment of taxes, and that the Grantee is, to the best of his or her knowledge, not in violation of any Oregon tax laws. For purposes of this certification, 'Oregon tax laws' means those programs listed in ORS 305.380(4).

Oregon Dept. of Forestry

[Grantee Name Here]

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Sufficiency Review, if needed, for grants over \$150,00

By: _____

Print: _____

Date: _____

Title: _____

EXHIBIT A - STATEMENT OF WORK AND BUDGET

Statement of Work and Budget

[Grantee Name]

1.0 Overall Project Administration

[Grantee] will establish and maintain records, files, and any other materials necessary to track project implementation and expenditure of project funds. [Grantee] will participate in project management conference calls, meetings, etc. as scheduled by ODF. [Grantee] will provide information requested in a timely manner for completion of regular reporting.

Project Overview

[Pull from the proposal or provide a new overview]

2.0 Tasks, Deliverables and Timeline

The work to be performed under this Agreement will begin on the effective date of the Agreement and end by [Completion Date – June 15, 2023 if not sooner]. Specific tasks to be completed by [Grantee] under this agreement are listed below with associated deliverables and timeline.

A. [Task #1 Title] [Activity A time frame (ex: Month Day – Month Day)]

[Detailed description of Task #1]

Deliverable(s) [Quantified activity matching deliverable 1 in budget worksheet]

B. [Task #2 Title] [Activity B time frame (ex: Month Day – Month Day)]

[Detailed description of Task #2]

Deliverable(s) [Quantified activity matching deliverable 2 in budget worksheet]

C. [Task #3 Title] [Activity C time frame (ex: Month Day – Month Day)]

[Detailed description of Task #3]

Deliverable(s) [Quantified activity matching deliverable 3 in budget worksheet]

D. [Task #4 Title] [Activity D time frame (ex: Month Day – Month Day)]

[Detailed description of Task #4]

Deliverable(s) [Quantified activity matching deliverable 4 in budget worksheet]

E. [add Tasks beyond 4 as needed]

EXHIBIT A - STATEMENT OF WORK AND BUDGET

3.0 Budget

Budget Category	Grant Request	Leverage (25% required)		Total Project Cost
		Leverage and In-Kind	Cash	
1. Personnel/ Wages				
2. Fringe Benefits				
3. Travel				
4. Equipment				
5. Supplies				
6. Contracted Services				
7. ODF or OSU (if applicable)				
Total				

5.0 Payment Schedule

[Grantee] will invoice ODF for work performed under this Agreement no more frequently than once a month, beginning [After effective date].

[Grantee] agrees that invoices submitted for billing purposes must contain the information exhibited in the Sample Invoice contained in Exhibit B

EXHIBIT B – SAMPLE INVIOICE

Oregon Department of Forestry
 EBoard Grant Agreement
 Reimbursement Request

Invoice #: _____
 Date: _____

Grantee Organization:
 email:
 Grantee Address:
 Grantee Phone:
 Grantee Contact:

Submit via Oregon Buys Acct, and
 To:
 Cc: alex.j.rahmlow@odf.oregon.gov

Grant Agreement # _____ Project Name: _____
 Billing Period From: / / To: / /

Progress Update (report on estimated progress for all Deliverables)

Deliverables from Scope of Work	Percentage Complete	Accomplished this Invoice period	Accomplished Prior to Invoice Period	Total Accomplished To-Date
Examples:				
#1: 20 acres of Fuels Reduction	80%	16	0	16
#2: 30 FIA plots	50%	5	10	15
#3: 1 mile of Fireline brushing	100%	0.75	0.25	1
#4: 100 Landowner Outreach	25%	0	25	25

Detail of Claim:				Match (if any)	
Cost Category	Previous Invoices	Current Billing	Expenditures To Date	Leverage and In-kind	Cash
1. Personnel					
2. Fringe Benefits					
3. Travel					
4. Equipment					
5. Supplies					
6. Contractual					
7. ODF or OSU					
Invoice Total					

EXHIBIT B – SAMPLE INVIOICE

Narrative justification by line item: totals should match claim above.

For each line item	Detail by position or item cost, rate, number of units, and subtotals. Tie current billing to deliverables. Example: Personnel and Fringe (\$1,480 and \$740=\$2,220) are for 1 Natural Resource Specialist 3 working 40 hours @ \$37/hour to treatment plan 100 acres of treatments described in deliverables above
Sponsor Charges	Sum of Cost Categories 1-5 for column D above
Contractual Payments	
ODF or OSU (if Applicable)	
Match Sources	Sum of Total Match and Leverage Sources expended to date