

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

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting through the Department of Forestry ("ODF"), and [Grantee agency Name] ("Grantee"), [description of entity type] (collectively, the "Parties" and individually "Party").

**RECITALS**

- A. This Agreement is authorized by ORS 477.406, ORS 477.748, 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 on the date it is fully executed by both Parties and approved as required by law ("Effective Date") and expire on May 30, 2025. Project costs detailed in the approved scope of work and budget, incurred after the notice of Award may be reimbursable at the discretion of ODF. Grantee cannot request reimbursement for any expenses incurred after May 30, 2025.

- 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 for treatment activities authorizes ODF personnel to access their property to inspect treatment locations, and conduct subsequent monitoring surveys.
- 5. Project Site Access.** Grantee will provide access to the project site for inspection and tour of the project site by ODF's representatives.
- 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 without an approved budget amendment. Grantee agrees that invoices submitted for billing purposes must contain the information shown in the Sample Invoice contained in Exhibit B. Invoicing should occur no more frequently than once a month.
- 7. Reporting.** ODF may ask for up to 4 reports during the grant period. The final report shall show funds expended and work completed, which includes match and/or leverage amounts and sources used. These reports 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 progressive outcomes of the completed project, including a map with geospatially referenced polygon(s) of treatment locations and match work if applicable. If tasks described in the Statement of Work (Exhibit A) are not fully executed in the final report, Grantee will provide a written explanation of challenges impacting partial task completion. The final report will be due no later than June 9, 2025, for all project work completed by May 30, 2025. Project work completed after May 30, 2025,

will not be reimbursed even if the project budget has not been fully expended.

- 8. Duplicate Payment.** Recipient shall not be compensated for or receive 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, of the United States of America, or any other party, organization or individual.
- 9. 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 by June 30, 2025, or within 30 days of the expiration or termination of this Agreement, whichever one comes first.
- 10. 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 subject to the requirements of ORS 192.311 to 193.338.
- 11. 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.
- 12. Termination of Agreement.** This Agreement may be terminated:
  - (a) At any time by mutual written consent of all Parties.
  - (b) At any time, upon written notice by ODF to Grantee, for failure to perform any provision of this Agreement.
  - (c) Upon 30 days written notice by ODF to Grantee for any reason specified in writing.
  - (d) At any time, upon written notice by ODF, that ODF has determined that it lacks sufficient funding, appropriations, limitations, allotments, or other expenditure authority to allow ODF to disburse the grant funds.
- 13. Compliance with Laws.**
  1. Grantee shall comply with all federal, state, and local laws as well as regulations, executive orders, and ordinances applicable to this Agreement or to Grantee's obligations under this Agreement, as those laws, regulations, orders, and ordinances may be adopted or amended from time to time.
  2. Without limiting the generality of the foregoing, 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. ODF's performance under this Agreement is conditioned upon 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. Grantee shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as recycled product is defined in ORS 279A.010(1)(ii)).
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.

#### 14. **Defense and Indemnification.**

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.

[Note to drafter: If Grantee is a governmental entity, replace "Defense and Indemnification" with "Contribution" as shown in red below.]

**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.

**15. 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.

**16. Assignment.** This Agreement is non-assignable and non-transferrable.

**17. Contracting.** Grantee, at its discretion, may contract portions of its work under this

Agreement without the prior written approval of ODF. Grantee shall require a 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 under this Agreement, and ODF shall incur no obligation other than its obligations to Grantee in this Agreement. 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.

- 18. Use of Oregon Department of Forestry Insignia.** For Grantee to use the ODF insignia on any published media, such as a Web page, social media, printed publication, or audiovisual production, permission must be granted in writing by the ODF's Public Affairs office in Salem. A written request for permission must be submitted by Grantee to their assigned ODF grant manager and the ODF Public Affairs prior to use of the insignia. Public Affairs will notify Grantee in writing if permission is granted.
- 19. Public Notices.** It is ODF's practice to inform the public as fully as possible of its programs and activities. ODF reserves the sole right to announce grant awards to the public. The Grantee may request permission to communicate the grant award to the public or media by submitting a written request to the ODF grant manager. The ODF grant manager will work with the ODF Public Affairs Office to determine whether the Grantee's request will be granted and to approve or modify the language Grantee has proposed. If the Grantee's request is granted, the Public Affairs Office will coordinate the release of information.
- 20. ODF Acknowledged in Publications, Audiovisuals, and Electronic Media.** Grantee shall acknowledge ODF's support in any publications, audiovisuals, and electronic media developed due to this award.
- 21. Advanced Notice of Media Coverage.** Grantee shall provide at least ten days' advance notification of all project-related media interaction to their assigned ODF grant manager and the ODF Public Affairs Office in advance of the interview, event, or media interaction. If the Grantee is made aware of the media coverage with fewer than ten days' notice, the Grantee shall inform ODF of the media interaction, coverage, or interest within twenty-four hours of learning of it.
- 22. Severability.** If any provision of this Agreement is found to be unconstitutional, illegal, or unenforceable, it 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.
- 23. Integration.** This Agreement, together with the attached exhibits, constitutes the entire agreement between ODF and Grantee and supersedes any, or all, prior written or oral discussions or agreements.
- 24. 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. ODF's failure to enforce any

provision of this Agreement shall not constitute a waiver of that or any other provision.

## **25. Insurance.**

- a) Grantee shall obtain at Grantee's expense the insurance specified below prior to performing under this Contract. Grantee shall maintain such insurance in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODF. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee/Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, ODF requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee.

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

In addition, Grantees shall require that all contractors or consultants carry the minimum insurance types and amounts described below. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

<b>Insurance Type</b>	<b>Minimum Amount</b>
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).

**26. 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.

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

**28. False Claim Act.** Recipient will refer any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the federal or state False Claims Acts (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Grant Agreement to the ODF Grant Administrator.

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

ODF: Jenna Trentadue  
Small Forestland Grant Program Lead  
Oregon Dept. of Forestry  
2600 State Street  
Salem, OR 97310  
971-428-7772  
[Jenna.a.trentadue@odf.oregon.gov](mailto:Jenna.a.trentadue@odf.oregon.gov)



Grantee:

**30. 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

**31. 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.

**32. 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.

**33. 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 \$150,000

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 – May 30, 2025 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) [Detailed list of deliverable products from Task #1]**

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

**[Detailed description of Task #2]**

**Deliverable(s) [Detailed list of deliverable products from Task #2]**

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

**[Detailed description of Task #3]**

**Deliverable(s) [Detailed list of deliverable products from Task #3]**

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

**[Detailed description of Task #4]**

**Deliverable(s) [Detailed list of deliverable products from Task #4]**

**E.[add Tasks beyond 4 as needed]**

## EXHIBIT A - STATEMENT OF WORK AND BUDGET

### 1.0 Budget

Budget Category	Grant Request	Leverage (25% required)		Total Project Cost
		Match	Leverage	
1. Personnel/ Wages				
2. Fringe Benefits				
3. Travel				
4. Equipment				
5. Supplies				
6. Contractual				
7. ODF (if applicable)				
8. Indirect				
<b>Total</b>				

### 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  
 Small Forestland Grant Agreement  
 Reimbursement Request

Invoice #: \_\_\_\_\_  
 Date: \_\_\_\_\_

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

Submit via Oregon Buys Acct, and  
 To: Jenna.a.trentadue@odf.oregon.gov  
 Cc:

Grant Agreement # \_\_\_\_\_ Project Name: \_\_\_\_\_  
 Billing Period From: / / To: / /

**Progress Update** (report activities for all Deliverables billed on this invoice and accomplished to-date)

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: 10 landowner treatment plans	50%	3	2	5
#3: 1 mile of shaded fuel breaks	100%	0.75	0.25	1
#4: 50 Landowner site visits	50%	15	10	25
#5. Add Deliverables as needed				

<b>Detail of Claim:</b>				<b>Other Funds</b>	
<b>Cost Category</b>	<b>Previous Invoice</b>	<b>Current Billing</b>	<b>Expended To Date</b>	<b>Leverage and In-kind</b>	<b>Cash</b>
1. Personnel					
2. Fringe Benefits					
3. Travel					
4. Equipment					
5. Supplies					
6. Contractual					
7. ODF					
8. Indirect					
<b>Invoice Total</b>					