

**GRANT AGREEMENT
BETWEEN
OREGON DEPT. OF FORESTRY
AND
Deschutes County**

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 Deschutes County ("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 30, 2023. Pre award costs may be allowable at the discretion of ODF back to July 1, 2021, as detailed in the approved scope of work and budget. Grantee cannot request reimbursement for any expenses incurred after June 30, 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.
- 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. Invoicing should occur no more frequently than once a month.
- 7. 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 or the United States of America or any other party, organization or individual.
- 8. Reporting.** Grantee shall provide ODF with one interim report due by October 31, 2022, and one final report due July 31, 2023, showing funds expended and work completed. The 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 interim status and final outcomes of the completed project.
- 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 within 31 days following the date of expiration or termination of this grant.

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 192.338.

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) 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.

13. 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.

- 14. 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.
- 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. There are no 3rd party beneficiaries to this Agreement.
- 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 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.
- 18. Use of Oregon Department of Forestry Insignia.** In order 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 by the ODF's Public Affairs office in Salem, OR in writing. 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 when 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 general public or

media themselves by submitting a written request to that effect 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 as a result of this award.
- 21. Advance 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 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.
- 23. 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.
- 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. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

25. 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).

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 the Department and the Grantee and their respective successors and assigns.

28. False Claim Act. Recipient will refer to the ODF Grant Administrator 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.

29. 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: Jeff Burns
Landscape Resiliency Program Coordinator
Oregon Dept. of Forestry
2600 State Street
Salem, OR 97310
(503) 945-7346
jeff.d.burns@odf.oregon.gov

Grantee: Deschutes County
Attn: Ed Keith/ Boone Zimmerlee
61150 SE 27th St.
Bend, OR 97701
(541)-408-8862/(541)-337-5007
Ed.keith@deschutes.org /
boone.zimmerlee@deschutes.org

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

Deschutes County

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

By: _____

Print: _____

Date: _____

Title: _____

ATTACHMENT A - STATEMENT OF WORK AND BUDGET

Statement of Work and Budget

Deschutes County

1.0 Overall Project Administration

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

2.0 Project Overview

For the funded work (\$109,200):

Deschutes County will accomplish a minimum of 91 acres of fuel reduction on County owned land located in the wildland urban interface as identified in the Greater Sisters Community Wildfire Protection Plan (CWPP). Fuel reduction will consist of thinning of small juniper and juniper under the canopy of ponderosa pines, pruning of all trees, and cutting of dead and decadent brush with the objective of reducing fire behavior and flame lengths such that a wildfire will remain on the ground and out of tree canopies, consistent with the objectives of the Greater Sisters CWPP. All fuels will either be chipped or masticated.

For the match (\$55,115):

Deschutes County will accomplish 15 acres of fuel reduction on County owned land located in the wildland urban interface as identified in the Greater La Pine CWPP. Fuel reduction will consist of thinning small lodgepole pine and mowing of bitterbrush with the objective of reducing fire behavior and flame lengths such that a wildfire will remain on the ground and out of tree canopies, consistent with the objectives of the Greater La Pine CWPP. All fuels will be chipped or masticated. (\$6,525)

In addition, Deschutes County will provide funding to Firewise communities within the project area landscape for fuel reduction and defensible space activities. (\$48,590)

3.0 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 30, 2023**. Specific tasks to be completed by Deschutes County under this agreement are listed below with associated deliverables and timeline.

Winter – Spring 2022:

Implementation: finalize agreements with partners, final project layout, bidding and contract

ATTACHMENT A - STATEMENT OF WORK AND BUDGET

execution. Contractors and landowners begin on the ground work.

Monitoring/planning: Central Oregon Forests Stewardship Foundation (COFSF) develops monitoring protocol and tools, works with partners to develop a timeline for photos, videos, materials. Hold quarterly partner meetings and monthly planning team meetings.

Summer- Fall 2022:

Implementation: continue fuel reduction work, some possible delays for fire season restrictions.

Monitoring/planning: execute work as agreed to and described under winter/spring

Winter 2022/3:

Implementation: mid-project check in between partners and ODF, make adjustments or amendments as needed, continue on the ground work.

Monitoring/planning: production of eNewsletters to ensure partner communication, update implementation timelines publish web content related to project, quarterly partner meetings and monthly planning team meetings, complete interim documentation.

Spring 2023:

Implementation: begin to finalize on the ground work, insuring completed work aligns with scope of work.

Prior to June 30 2023:

Implementation: Verify all work is completed and close out agreements

Monitoring/planning: finalize monitoring document and shares this with shared stewardship partners, finalize development booklet that captures the process and outcomes of the project and publish to webpage, share report and findings with ODF.

4.0 Budget

Budget Category	Grant Amount	Applicant	Partner/Match	Total Cost
Personnel Salaries / Wages				
Fringe				
Contracted Services	\$109,200		\$55,115	\$164,315
Travel				
Supplies/Materials				
Equipment				
Other				
Categories Subtotal			\$55,115	
Indirect Costs				
Grant Total	\$109,200			\$164,315

ATTACHMENT A - STATEMENT OF WORK AND BUDGET

5.0 Payment Schedule

Deschutes County will invoice ODF for work performed under this Agreement no more frequently than once a month, beginning upon execution of this award subject to the terms in the contract Agreement..

Deschutes County 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
 Landscape Resiliency Program
 Reimbursement Request

Invoice #: _____
 Date: _____

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

Submit via Oregon Buys Acct, and

To: jacob.wise@odf.oregon.gov
 Cc: jeff.d.burns@odf.oregon.gov;
mary.k.schmelz@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: 1 mile of Fireline brushing	100%	0.75	0.25	1
#3: 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
Personnel					
Fringe Benefits					
Travel					
Equipment					
Supplies					
Contractual					
Other					
Invoice Total					

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

EXHIBIT B – SAMPLE INVIOICE

Directions	Provide brief summary of costs invoiced for each item below. If none, add n/a.
Personnel & Fringe	
Travel	
Equipment	
Supplies	
Contractual	
Other	