

**STATE OF OREGON  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
MATERIALS MANAGEMENT GRANT AGREEMENT**

**Project Name:** ABC

**DEQ Agreement #** 123-45

This Materials Management Grant Agreement (“Agreement”) is between the State of Oregon, acting by and through its Department of Environmental Quality (“DEQ”), and Recipient Name (“Recipient”).

Recipient Data	DEQ Data
Grant Administrator (Name and Title): Name, Title Organization: Recipient Name; Street Address; City, State Zip Phone: 123-456-7890 Email: name@email.com Taxpayer ID # 12-3456789 DUNS # 12345	Grant Administrator (Name and Title): Name, Title Department of Environmental Quality 700 NE Multnomah St., Ste. 600 Portland, OR 97232  Phone: 503-123-4567 Email: name@deq.state.or.us

- 1. Effective Date and Grant Availability.** This Agreement is effective on the date the last party signs it or, if approval by the Oregon Department of Justice (“DOJ”) is required, on the date it is approved by DOJ, whichever date is later (the “Effective Date”). Recipient agrees to complete the Project (described in Exhibit A no later than Month Day, 20XX (“Project Completion Deadline”) (the time period from the Effective Date through the Project Completion Deadline, the “Project Period”) unless terminated earlier in accordance with Section 16 or extended by an Amendment in accordance with Section 21. Recipient must submit all invoices for disbursement of Grant funds under Section 4 no later than Month Day, 20XX (the “Invoice Deadline”). DEQ has no obligation to disburse Grant funds for costs invoiced after the Invoice Deadline.
- 2. Agreement Documents.** This Agreement consists of this Agreement, Exhibit A, Exhibit B, and Exhibit C that are attached hereto and by this reference incorporated herein. 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 will control. The documents comprising this Agreement are listed in the first sentence of this Section 2 from highest to lowest precedence.
- 3. Grant Funds; Match.** The maximum, not-to-exceed amount that DEQ will pay to Recipient hereunder is \$XX,XXX (“Grant”). Recipient agrees to provide a cash match that satisfies the requirements of 2 CFR 200.306 and 2 CFR.403, equal to \$0.00. Grant moneys may not be used for any purpose other than Project costs. No more than 100% of total Project costs may be paid with Grant moneys.
- 4. Disbursements; Expenses.**
  - (a)** This is an expense reimbursement Grant. Disbursements for reimbursement of expenses, including travel and travel related expenses (if authorized), will be made only in accordance with the schedule and requirements contained in Sections 4 and 4A and subject to the conditions set forth in Section 7. Payments will be based on reimbursement of actual Project expenses authorized by this Agreement. Supporting documentation must be provided for expenses for which reimbursement is claimed and for all match expenses reported. This includes, but is not limited to: documentation of personal services costs and the payment thereof; copies of paid contractor invoices; copies of paid invoices for equipment; and receipts for lodging, airfare, car rental, and conference registration, when applicable.
  - (b)** Recipient may submit monthly invoices for expense reimbursement. Reimbursement requests must be accompanied by invoices that describe all work performed with particularity (including by whom it was performed) and that itemize and explain all expenses for which reimbursement is claimed. Invoices (including invoices for match expenditures) must be accompanied by a copy of all receipts for expenses for which reimbursement is being requested. Recipient may not seek or receive from any third party any form of duplicate, overlapping or multiple payments for expenses reimbursed under this Agreement nor may expenses used to satisfy any cash match requirement under this Agreement be used to satisfy the match or cost sharing requirement of any other project or program. Invoices and receipts must be submitted with the Materials Management Grant Agreement Payment Request and Expenditure Report (Exhibit B). Any cost sharing or match using federal funds must be disclosed in the Materials Management Grant Agreement Payment Request and Expenditure Report (Exhibit B).

**Invoices for reimbursement of expenses occurring in a State fiscal year (July 1 to June 30) must be received**

**no later than the following July 15th. Invoices must be sent electronically to DEQEXP@deq.state.or.us.** Reimbursement requests, together with the supporting documentation (i.e., invoices and proof of payment) are subject to the review and approval of the DEQ Grant Administrator. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements. Invoice payments will be sent to: **Recipient Grant Administrator Name, Recipient Organization Name, Address, City, State Zip.**

DEQ will withhold up to 20% of total Grant funds for the Project until Recipient has submitted, and DEQ has accepted, the Final Report on the Project (as required by Exhibit A and described in Exhibit C) and a Final Payment Request and Expenditure Report.

(c) Notwithstanding Sections 4(a) and 4(b) above and the reimbursement provisions of Section 4A below, DEQ may, in its sole discretion and upon such terms and conditions as it may determine and in order to address Recipient cash flow issues that are otherwise an impediment to Project implementation, disburse Grant moneys to Recipient to finance a Project activity directly rather than as reimbursement of expenditures made by Recipient to conduct that activity. The terms and conditions that DEQ may impose on such advance disbursement may include, but are not necessarily limited to, submission of an appropriate invoice, subsequent submission of documentation of the expenditure of the Grant moneys and the conditioning of future disbursement of Grant moneys on compliance with the terms and conditions of the advance disbursement.

#### **4A. Travel and Related Expenses.**

**(Option 1)** DEQ will not reimburse Recipient for any travel or travel related expenses under this Agreement.

OR

**(Option 2)**

All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to the State. The travel must comply with all the requirements set forth in this section and must be for official Recipient business authorized by this Agreement. Personal expenses will not be authorized at any time. **All travel expenses are included in the total maximum Grant amount.**

Travel expenses will be reimbursed at rates not to exceed those rates approved by the Department of Administrative Services ("DAS") for State government employees at the time the expense was incurred. The rates are subject to change and any changed rates will immediately become part of this Agreement and govern reimbursement of any travel expenses incurred after the date of the change. Unless Recipient obtains separate written approval of DEQ's Grant Administrator prior to incurring the expense, the only travel expenses eligible for reimbursement under this Agreement are:

(a) **Mileage.** Mileage for travel in a private automobile while Recipient is acting within the course and scope of his/her duties under this Agreement and driving over the most direct and usually traveled route will be reimbursed at the rate approved by DAS and in effect at the time of travel. To qualify for mileage reimbursement, Recipient must hold a valid, current driver's license for the class of vehicle driven and carry personal automobile liability insurance in amounts not less than those required by Oregon law.

(b) **Meals & Lodging.** Per diem rates for meals vary among cities. Expenses for meals will be reimbursed at rates not to exceed the US General Services Administration (GSA) approved per diem rates, which can be found at [www.gsa.gov](http://www.gsa.gov). DEQ will reimburse Recipient for Recipient's actual cost of lodging up to the specified federal per diem lodging rate for the locality. Receipts are required for reimbursement of lodging expenses.

(c) **Other Travel Expenses.** In addition to meals and lodging, out-of-state travel expenses will be reimbursed for airfare and rental vehicles used by Recipient only if Recipient is acting within the course and scope of his/her responsibilities under this Agreement. All Recipient representatives will be limited to economy or compact size rental vehicles unless Recipient personally pays the difference. In no case will DEQ reimburse Recipient for air travel at a rate greater than coach class airfare.

**5. Recovery of Grant Funds.** Any Grant funds disbursed to Recipient under this Agreement that are used in violation or contravention of any of the provisions of this Agreement must be returned to DEQ. Recipient shall return all funds found by DEQ to have been used in violation of this Agreement no later than fifteen (15) days after DEQ's written demand.

**6. Recipient's Representations And Warranties.** Recipient represents and warrants to DEQ as follows:

(a) Recipient is duly organized, validly existing, and in good standing under the laws of Oregon. Recipient has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

(b) The making and performance by Recipient of this Agreement: (1) have been duly authorized by all necessary action of Recipient; (2) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board, or other administrative agency, or any provision of Recipient's organic documents; and

(3) do not and will not result in the breach of, or constitute a default or require any consent under, any agreement or instrument to which Recipient is a party or by which Recipient or any of its properties are bound or affected.

(c) This Agreement has been duly authorized, executed and delivered on behalf of Recipient and constitutes the legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms.

(d) 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 Recipient of this Agreement.

(e) Less than \$750,000 in funds of a public agency (within the meaning of ORS 279C.800 through 279C.870) will be used for the Project.

**7. Conditions Precedent to Each Disbursement.** DEQ's obligation to disburse Grant moneys to Recipient hereunder is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

(a) If the Grant is funded by solid waste tipping fees imposed under ORS 459A.110, moneys are available, in the account created pursuant to ORS 459A.120, to finance the disbursement;

(b) If the Grant is funded by Metro, DEQ has received sufficient moneys from Metro to finance the disbursement;

(c) DEQ has received sufficient funding, appropriations, limitations, allotments or other expenditure authority to allow DEQ, in the reasonable exercise of its administrative discretion, to make the disbursement;

(d) No default under this Agreement has occurred and is continuing; and

(e) Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date disbursement.

**8. Project.** Recipient agrees to complete the Project in accordance with the terms and conditions of this Agreement; provided, however, that if the total amount of the Grant is not available solely because one or more of the conditions set forth in Sections 7(a) or 7(b) are not satisfied, Recipient will not be required to complete the Project.

**9. Grant Requirements.** All equipment and materials purchased with Grant funds made available by this Agreement must be used only for purposes of the same general nature as outlined in this Agreement. A capital outlay item purchased with Grant funds must be used for the purpose set forth in this Agreement for a minimum of five (5) years or its rated service life, whichever is shorter. During this period, DEQ reserves the right to recover the equipment or its cash value from Recipient at any time that Recipient ceases use of the equipment for its intended purpose. Use of Grant funds for the following purposes is expressly prohibited:

- Disposal site engineering, design, or hydrogeologic study required by a DEQ permit or enforcement action;
- Costs for which payment has been or will be received under another financial assistance program;
- Capital asset expenditures for solid waste or materials management planning, including the purchase or upgrade of computers, other office equipment, or any other asset that has an initial estimated useful life beyond a single year;
- Costs incurred outside the Project Period;
- License application or permit fees;
- Ordinary operating expenses of the grant applicant that are not directly related to the Project; and
- Costs incurred for permitted facility closures.

**10. Reporting.** Recipient shall submit reports on the Project as described in Exhibit A. DEQ may withhold payments until it receives and approves the required reports. The reports must be submitted to DEQ's Grant Administrator and may be submitted electronically. All reports must contain the information outlined in Exhibit C. Recipient shall immediately notify DEQ of any development that significantly impacts the activities funded by this Agreement, including any change in the truth or accuracy of the representations and warranties set forth in Section 6 and any delay or adverse condition that materially impairs Recipient's ability to meet the objectives of the Agreement. This notification must include a statement of the action Recipient has taken or intends to take to minimize or mitigate the impact of the situation, along with any assistance Recipient may require to do so.

**11. Records Maintenance and Access.** Recipient shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and shall maintain any other records pertinent to this Agreement in such manner as to clearly document Recipient's performance. DEQ, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records that are directly pertinent to this Agreement in order to perform audits and examinations, and make excerpts, transcripts and copies of same in their sole discretion. Recipient shall retain and keep accessible all financial records, supporting documents, and all other records related to this Agreement for a minimum of six (6) years after the Project is completed or until the conclusion of any audit, controversy, or litigation arising out of or related to this

Agreement, whichever date is later.

- 12. Compliance with Applicable Law.** Recipient will comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work performed under this Agreement. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) ORS 279A, ORS 279B, and ORS 279C, as applicable to the Recipient; (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes; and (xi) all regulations and administrative rules established pursuant to the foregoing laws. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.
- 13. Recycled Material Use.** Recipient will, 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 (as defined in ORS 279A.010(1)(hh)) products, and other recycled products (as the term "recycled product" is defined in ORS 279A.010(1)(ii)).
- 14. Indemnity.** Recipient shall defend (subject to ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon, DEQ, and their officers, employees, and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) of any nature resulting from, arising out of, or relating to the activities of Recipient or its officers, employees, contractors, or agents under this Agreement or in the implementation of the Project.
- 15. Indemnification by Contractors.** Recipient 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 defend (subject to ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon, DEQ, and their officers, employees, and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) of any nature resulting from, arising out of, or relating to the activities of the contractor or its officers, employees, subcontractors, or agents in connection with the Project.
- 16. Termination.**
- (a) This Agreement may be terminated by mutual consent of both parties.
- (b) DEQ may terminate this Agreement effective upon written notice to Recipient, or at such later date as may be established by DEQ in such notice, (i) if DEQ fails to receive sufficient funding, appropriations, limitations, allotments or other expenditure authority to allow DEQ, in the reasonable exercise of its administrative discretion, to make payments under this Agreement, (ii) if there is a change in federal or state laws, rules, regulations, or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (iii) in accordance with Section 18.
- 17. Default by Recipient.** Recipient shall be in default under this Agreement upon the occurrence of any of the following events:
- (a) Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations contained in this Agreement, including any exhibit attached hereto;
- (b) Any representation, warranty or statement by Recipient made herein or in any documents or reports relied upon by DEQ, including but not limited to any statement used by DEQ to measure progress on the Project, the expenditure of Grant moneys, or the performance by Recipient, is untrue in any material respect when made;
- (c) Recipient: (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property; (ii) admits in writing its inability to pay, or is generally unable to pay, its debts as they become due; (iii) makes a general assignment for the benefit of its creditors; (iv) is adjudicated as bankrupt or insolvent; (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect); (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect); or (viii) takes any corporate action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking: (i) the liquidation, dissolution, or winding-up, or the composition or readjustment of, Recipient's debts; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets; or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in

effect for a period of twenty (20) consecutive days, or an order for relief against Recipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

- 18. Remedies Upon Default.** If Recipient's default under Section 17(a) or 17(b) is not cured within fifteen (15) days of written notice thereof to Recipient from DEQ (or such longer period as DEQ may authorize in its sole discretion), or if there is a default by Recipient under Section 17(c) or 17(d), DEQ may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant amount, payment of any interest earned on the Grant amount, and declaration of ineligibility for the receipt of similar future awards. If, as a result of Recipient's default, DEQ demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon DEQ's demand.
- 19. No Implied Waiver, Cumulative Remedies.** The failure of DEQ to exercise, and any delay by DEQ in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and are not exclusive of any remedies provided by law. DEQ may, in its sole discretion, pursue any remedy or remedies singly, collectively, successively, or in any combination or order.
- 20. Notices.** Any notification required under this Agreement shall be in writing, delivered to the Grant Administrator only by one of the following methods: in-person; U.S. mail, postage prepaid; or email. Notices mailed or emailed must be sent to the address or email address set forth in this Agreement on page 1. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 21. Amendments.** The terms of this Agreement may not be waived, altered, modified, supplemented, or amended in any manner, except by written instrument signed by both parties (or, in the case of a waiver, by the party against whom such waiver is sought to be enforced). Such waiver, alteration, modification, supplement, or amendment, if made, is effective only in the specific instance and for the specific purpose given. **Recipient must notify DEQ's Grant Administrator in writing no later than forty-five (45) calendar days before the Project Completion Deadline of any proposed amendments to the Agreement.**
- 22. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of DEQ, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior written consent of DEQ.
- 23. Survival.** Sections 5, 9, 11, 14, 15, 22, and 23, and all other provisions that by their terms are meant to survive, shall survive the termination of this Agreement.
- 24. No Third Party Beneficiaries.** DEQ and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly, to any third party unless such party is identified individually by name herein and is described expressly as an intended beneficiary of the terms of this Agreement.
- 25. Governing Law; Venue; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between DEQ (or any other agency or department of the State of Oregon) and Recipient 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 the 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. **RECIPIENT, BY ITS EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**
- 26. Alternative Dispute Resolution.** Recipient and DEQ shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for the administration of this Agreement. In addition, the parties may agree to utilize a jointly-selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- 27. Captions.** The captions or headings in this Agreement are for convenience only and do not define, limit, or describe the scope or intent of any provisions of this Agreement.
- 28. Merger Clause.** This Agreement (including all exhibits and attachments) constitutes the entire agreement between the parties regarding the subject matter hereof. There are no other understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Recipient, by the signature below of its authorized

representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**29. Relationship of Parties.** DEQ and Recipient agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

**EACH PERSON SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE HAS THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT. DEQ ENTERS INTO THIS AGREEMENT UNDER THE AUTHORITY OF OREGON REVISED STATUTES 190.110, 459.053(7) AND 459A.120.**

**AGREED BY RECIPIENT:**

**Signer's Name, Signer's Title, Recipient Organization Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**AGREED BY DEQ:**

\_\_\_\_\_ **Date** \_\_\_\_\_  
**Jennifer Wigal, Acting Environmental Solutions Administrator**

**Index-PCA-Pjt** \_\_\_\_\_ **Mark Brown, Financial Services Manager** \_\_\_\_\_ **Date** \_\_\_\_\_

EXHIBIT A

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY MATERIALS MANAGEMENT GRANT AGREEMENT PROJECT DESCRIPTION, BUDGET, AND SCHEDULE	
Project Name: <b>Project Name</b>	DEQ # <b>123-45</b>
Recipient: <b>Recipient Organization Name</b>	

**BACKGROUND**

**Narrative description of project's background.**

**PROJECT BUDGET**

	Grant Amount	Match Amount	Total
	\$	\$0	\$
	\$	\$0	\$
<b>TOTAL</b>	\$		\$

**PROJECT DESCRIPTION**

**Task 1:** **abc.**

**Task 2:** **abc.**

**REPORTING TASKS**

**Task 3:** Progress Reports: Recipient will submit a Project Progress Report at the Project mid-point, but no later than six (6) months after the Effective Date of this Agreement, and subsequent Project Progress Reports semi-annually thereafter, until completion of the Project. The reports must be submitted to DEQ's Grant Administrator and must be provided electronically. Reports must contain the information outlined on Exhibit C.

**Task 4:** Recipient will submit a Final Report at the Project's completion no later than **thirty (30) calendar days after** the Project Completion Deadline. The Final Report must contain the information outlined on Exhibit C.

**EXHIBIT B**

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY MATERIALS MANAGEMENT  
GRANT AGREEMENT PAYMENT REQUEST AND EXPENDITURE REPORT**

Recipient Name: Recipient Organization Name	DEQ Grant Agreement # 123-45
Project Name: Project Name	DEQ Grant Administrator: Name
Recipient Address: Street Address City, State Zip	Report Period:  From:  To:
Recipient Grant Administrator: Name	Grant Amount:
Phone: 123-456-7890	

Expenditure Summary	Grant Expenditures		Match Expenditures		Total Expenditures
	This Period	To Date	This Period	To Date	To Date
A. Personnel					
B. Professional Services					
C. Other Services and Supplies					
D. Capital Outlay (equipment, property, rolling stock, etc)					
E. Other (include description)					
<b>Total</b>					

F. Total Amount of Grant \$ \_\_\_\_\_

G. Total Federal Funds included in Match \$ \_\_\_\_\_

H. Total Grant Money Received to Date \$ \_\_\_\_\_

I. Amount of this Request \$ \_\_\_\_\_

<b>CERTIFICATION</b>		
I certify that this report is true and correct to the best of my knowledge and that all expenditures and obligations reported herein have been made in accordance with the budget agreed upon and with other provisions contained in the Agreement.		
Signature	Name and Title (print)	Date

<b>DEQ USE ONLY</b>	<b>Approved for Payment:</b>		
DEQ Grant Administrator	Date	DEQ Program Manager	Date

**PLEASE EMAIL REIMBURSEMENT REQUEST ALONG WITH THIS FORM TO [DEQEXP@DEQ.STATE.OR.US](mailto:DEQEXP@DEQ.STATE.OR.US)**

(DOJ Approved 1-25-18)(DEQ 2-7-18)

## EXHIBIT C

### OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY MATERIALS MANAGEMENT GRANT AGREEMENT PROJECT PROGRESS AND FINAL REPORT REQUIREMENTS

**Recipient must submit Project Progress Reports to DEQ on the schedule outlined in the Agreement.** The reports must be submitted to DEQ's Grant Administrator and must be provided electronically in PDF or Microsoft Word format.

Reports must generally contain brief information on each of the following:

- a. A comparison of actual accomplishments with the goals and objectives established for the reporting period.
- b. Reasons why established goals were not met, if appropriate.
- c. Other pertinent information on progress of the Project.

Recipient must immediately notify DEQ of developments that have a significant impact on activities funded by this Agreement, including delays or adverse conditions that materially impair Recipient's ability to meet the objectives of the Agreement. This notification must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

**A Final Report is due to DEQ no later than thirty (30) days after the Project Completion Deadline and must include:**

1. A comparison of actual accomplishments with the Project goals and objectives as outlined in this Agreement. If a baseline assessment was done, include a description of that process and what was learned. Include a description of Project accomplishments not included in the goals and objectives, if applicable.
2. **[insert here any specific reporting requirements for this Project]**
3. A description of significant problems encountered during Project design and implementation and how these problems resulted in Project changes or expected accomplishments.
4. A description of the most and least successful components of the Project explaining why they were or were not successful.
5. An explanation for significant differences between Project budget and Project expenditures.
6. A discussion of the technical and economic feasibility of others carrying out a similar project. Include recommendations on what should be done differently in managing a similar project.
7. Provide copies of materials related to the Project including brochures, public service announcements, photographs, news clippings, or reports.
8. Provide a final inventory of real property (i.e., land, structures) and equipment purchased, if applicable, with an acquisition cost exceeding five thousand dollars (\$5,000). Describe what controls are in place to ensure that the property and equipment will be used for purposes authorized by this Agreement.
9. Provide any additional comments, suggestions, or ideas for DEQ's Materials Management Grant Program.

**Payments may be withheld per the terms of the Agreement until DEQ receives and approves all required reports.**