

Council Communication

February 21, 2017, Business Meeting

Special Procurement Request for Approval for Oregon Watershed Enhancement Board Focused Implementation Partnerships Program

FROM:

Chris Chambers, Forest Division Chief, Ashland Fire & Rescue, chamberc@ashland.or.us

SUMMARY

The Fire Department is seeking approval of a Special Procurement to implement dry forest habitat restoration and wildfire risk reduction under the broad umbrella of the Ashland Forest Resiliency Stewardship Project (AFR). This contract obligates funding secured by the AFR Partnership with the City as prime applicant to expand the AFR project footprint from only federal land in the Ashland Watershed to adjacent private and City lands, while allowing funds for AFR federal land work as well. The Special Procurement allows a contract directly to Lomakatsi based on the attached justification to implement the objectives co-developed through the AFR partnership and funded by the Oregon Watershed Enhancement Board, or OWEB.

BACKGROUND AND POLICY IMPLICATIONS:

The City Council approved the City's application for the OWEB Focused Implementation Partnership (FIP) that was ultimately successful in capturing \$6 million over six years to enhance forest health and mitigate wildfire severity on a 58,000 acre landscape centered on Ashland. This augments the already successful Ashland Forest Resiliency project by addressing the threat of wildfire being delivered from non-federal lands in and surrounding the community and our municipal watershed. This is the first award to the City under this new program. Lomakatsi has been the AFR project lead on workforce and contracting for fuels reduction and restoration since 2010. For the activities proposed to be implemented under this contract, Lomakatsi has the personnel capacity and contractual standing that warrants a Special Procurement for this contract (see attached justification).

COUNCIL GOALS SUPPORTED:

City Council Goal: *Protect the integrity and safety of the watershed.*

City Council Goal: *Prepare for the impact of climate change on the community.*

FISCAL IMPLICATIONS:

This contract with Lomakatsi will allocate \$603,300 in the current biennium, with the balance spent in the 2017-2019 biennium. An OWEB Director's Award Letter is attached. The City recoups 4.5% administration charges on all money under this grant. The City will directly spend \$54,400 on City forestlands work that is not part of this contract, but is part of the OWEB award. This award was leveraged by the City Council's dedicated AFR funding of \$350,000 per biennium.

STAFF RECOMMENDATION AND REQUESTED ACTION:

Staff recommends approval of the Special Procurement to Lomakatsi Restoration Project not to exceed \$1,049,360.00 dollars through 3/31/2018.



SUGGESTED MOTION:

I move that the City Council, acting as local contract review board, approve this contract specific special procurement.

ATTACHMENTS:

Contract for Good and Services
Lomakatsi Restoration Project Work Proposal
Form 9 for Special Procurement, Request for Approval
Determination of Feasibility Memo from Staff
OWEB Director's Award Letter



Contract for GOODS AND SERVICES

| | |
|--|--|
| <p>CITY OF ASHLAND</p> <p>20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-6002 Fax: 541/488-5311</p> | <p>CONTRACTOR: Lomakatsi Restoration Project</p> <p>CONTACT: Aaron Nauth</p> <p>ADDRESS: P.O. Box 3084, Ashland, OR 97520</p> <p>TELEPHONE: (541) 488-0208</p> |
| <p>DATE AGREEMENT PREPARED: 02/10/2017</p> | <p>FAX: nauth@lomakatsi.org</p> |
| <p>BEGINNING DATE: 02/28/2017</p> | <p>COMPLETION DATE: 3/31/2018</p> |
| <p>COMPENSATION: Not to exceed \$1,049,360.00</p> | |
| <p>GOODS AND SERVICES TO BE PROVIDED: Lomakatsi Restoration Project will provide forestry services under the Ashland Forest All-lands Restoration Initiative, an approved Oregon Watershed Enhancement Board Focused Implementation Partnership grant program. Lomakatsi Restoration Project will implement dry forest habitat enhancement work on specific properties outlined in the Ashland Forest All-lands Restoration Initiative Restoration Grant application (Exhibit D) and according to the Proposal in Exhibit C.</p> | |
| <p>ADDITIONAL TERMS: Lomakatsi will follow the proposal attached as Exhibit C and objectives and timelines in Exhibit D. Lomakatsi may choose to implement work through their own workforce, allocate funds to private landowners, or sub-contract for services that meet the property-specific plans and prescriptions as approved by the City.</p> | |
| <p>NOW THEREFORE, pursuant to AMC 2.50.090 and after consideration of the mutual covenants contained herein the CITY AND CONTRACTOR AGREE as follows:</p> <ol style="list-style-type: none"> 1. All Costs by Contractor: Contractor shall, provide all goods as specified above and shall at its own risk and expense, perform any work described above and, unless otherwise specified, furnish all labor, equipment and materials required for the proper performance of such work. 2. Qualified Work: Contractor has represented, and by entering into this contract now represents, that any personnel assigned to the work required under this contract are fully qualified to perform the work to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded. Contractor must also maintain a current City business license. 3. Completion Date: Contractor shall provide all goods in accordance with the standards and specifications, no later than the date indicated above and start performing the work under this contract on or after the beginning date indicated above and complete the work by the completion date indicated above. 4. Compensation: City shall pay Contractor for the specified goods and for any work performed, including costs and expenses, the sum specified above. Payments shall be made within 30 days of the date of the invoice. Should the contract be prematurely terminated, payments will be made for work completed and accepted to date of termination. Compensation under this contract, including all costs and expenses of Contractor, is limited to \$1,103,760.00, unless a separate written contract is entered into by the City. 5. Ownership of Documents: All documents prepared by Contractor pursuant to this contract shall be the property of City. 6. Statutory Requirements: ORS 279B.220, 279B.225, 279B.230, 279B.235, ORS Chapter 244 and ORS 670.600 are made part of this contract. 7. Living Wage Requirements: If contractor is providing services under this contract and the amount of this contract is \$20,283.20 or more, Contractor is required to comply with chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any subcontractor who performs 50% or more of the work under this contract. Contractor is also required to post the notice attached hereto as Exhibit B predominantly in areas where it will be seen by all employees. 8. Indemnification: Contractor agrees to defend, indemnify and save City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this contract by Contractor (including but not limited to, Contractor's employees, agents, and others designated by Contractor to perform work or services attendant to this contract). Contractor shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of City. | |

9. Termination:

- a. Mutual Consent. This contract may be terminated at any time by mutual consent of both parties.
- b. City's Convenience. This contract may be terminated at any time by City upon 30 days' notice in writing and delivered by certified mail or in person.
- c. For Cause. City may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by City under any of the following conditions:
 - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
 - iii. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.
- d. For Default or Breach.
 - i. Either City or Contractor may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.
 - ii. Time is of the essence for Contractor's performance of each and every obligation and duty under this contract. City by written notice to Contractor of default or breach, may at any time terminate the whole or any part of this contract if Contractor fails to provide services called for by this contract within the time specified herein or in any extension thereof.
 - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- e. Obligation/Liability of Parties. Termination or modification of this contract pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections a, b, c or d of this section, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Contractor shall deliver to City all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. City shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

10. **Independent Contractor Status:** Contractor is an independent Contractor and not an employee of the City. Contractor shall have the complete responsibility for the performance of this contract.
11. **Non-discrimination Certification:** The undersigned certifies that the undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. Contractor further certifies that it shall not discriminate in the award of such subcontracts, if any. The Contractor understands and acknowledges that it may be disqualified from bidding on this contract, including but not limited to City discovery of a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.
12. **Asbestos Abatement License:** If required under ORS 468A.710, Contractor or Subcontractor shall possess an asbestos abatement license.
13. **Assignment and Subcontracts:** Contractor shall not assign this contract or subcontract any portion of the work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and City.
14. **Use of Recyclable Products:** Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
15. **Default.** The Contractor shall be in default of this agreement if Contractor: commits any material breach or default of any covenant, warranty, certification, or obligation it owes under the Contract; if it loses its QRF status pursuant to the QRF Rules or loses any license, certificate or certification that is required to perform the work or to qualify as a QRF if Contractor has qualified as a QRF for this agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Contract; or attempts to assign rights in, or delegate duties under, the Contract.
16. **Insurance.** Contractor shall at its own expense provide the following insurance:

- a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
 - b. General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 combined or 1,000,000 for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract.
 - c. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000, for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
 - d. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to the City.
 - e. Additional Insured/Certificates of Insurance. Contractor shall name The City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies required herein but only with respect to Contractor's services to be provided under this Contract. As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates prior to commencing work under this contract. The contractor's insurance is primary and non-contributory. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.
17. **Governing Law; Jurisdiction; Venue:** This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City (and/or any other or department of the State of Oregon) and the Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, 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 filed in Jackson County, Oregon. Contractor, by the signature herein of its authorized representative, hereby consents to the in personam jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.
18. THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
19. **Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the City's fiscal year budget. Contractor understands and agrees that City's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this contract without penalty or liability to City, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.
20. **Prior Approval Required Provision.** Approval by the City of Ashland Council or the Public Contracting Officer is required before any work may begin under this contract.
21. **Certification.** Contractor shall sign the certification attached hereto as Exhibit A and herein incorporated by reference.

Contractor:

By _____

Signature

Print Name_____
Title

W-9 One copy of a W-9 is to be submitted with
the signed contract.

City of Ashland

By _____

Department Head

Print Name_____
Date

Purchase Order No. _____

EXHIBIT A

CERTIFICATIONS/REPRESENTATIONS: Contractor, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract shall be performed in accordance with the highest professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent Contractor as defined in the contract documents, and has checked four or more of the following criteria:

- _____ (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.
- _____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- _____ (3) Telephone listing is used for the business separate from the personal residence listing.
- _____ (4) Labor or services are performed only pursuant to written contracts.
- _____ (5) Labor or services are performed for two or more different persons within a period of one year.
- _____ (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor

(Date)

Exhibit B

City of Ashland

LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



\$14.52 per hour effective June 30, 2016.

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$20,283.20** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$20,283.20**.

- If their employer is the City of Ashland including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** "Employee" does not include temporary or part-time employees hired for less than 1040 hours in any twelve-month period. For more details on applicability of this policy, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

CITY OF
ASHLAND

Exhibit C: Lomakatsi Proposal



Lomakatsi Restoration Project

Restoring Ecosystems, Sustaining Communities

P.O. Box 3084 Ashland, OR 97520

(541) 488-0208 FAX (541) 488-4909

www.lomakatsi.org

Special Funding Proposal to City of Ashland

Wednesday, February 15, 2017

To: Chris Chambers, Forest Division Chief, Ashland Fire & Rescue

From: Aaron Nauth, Restoration Operations Director, Lomakatsi Restoration Project

RE: Proposal for contracting Oregon Watershed Enhancement Board's (OWEB) Focused Investment Partnership (FIP) Implementation Grant Award for the Ashland Forest All-lands Restoration Initiative (AFARI)

Mr. Chambers

Please share this proposal prepared for City of Ashland (COA) for contracting the implementation of OWEB's FIP grant award for AFARI. The total six-year (3 bienniums) award is for up to \$4,104,000.00, with the overall objective to identify and treat 3,800 acres of dry forest landscape. \$1,153,430 was awarded for the first biennium to implement a suite of restorative treatments on 1,127 acres, which includes City, Federal and 11 private ownerships. Operations are scheduled to be implemented on approximately 60% of the projects between March 1 and June 30.

Thank you for your time and consideration of this proposal.

Background: AFARI OWEB FIP

Lomakatsi, The Nature Conservancy (TNC) and City of Ashland (COA) were successful in applying and receiving an award from the Oregon Watershed Enhancement Board (OWEB) for the Focused Investment Partnership (FIP) Grant. The FIP is the first ever grant initiative for this program from OWEB, and 6 projects were selected for funding. The AFARI initiative was the only Dry Forest Landscape Proposal and selected for funding due to the high functioning partnership, the partners solid record of accomplishments with the Ashland Forest Resiliency project (AFR), and substantial US Forest Service investment in the project. The proposal over six years, (3 bienniums) will bring up to \$6,000,000 to the Ashland Forest All-lands Restoration Initiative. Within the AFAR program area, OWEB has encouraged and authorized funding to be applied for implementation on federal, city and private ownerships.

Jackson County consistently experiences one of the highest occurrences of wildfire in Oregon and has suffered devastating losses to life, property, natural resources, and community infrastructure. Concern over the issues spans local, regional, and national awareness that communities and the wide range of resources and ecosystem benefits on which they depend are at risk. The change in fire regime and

intensity puts at risk the potential long term sustainability of these ecosystems particularly under anticipated climate change.

The priority sub-watersheds surrounding the Ashland Watershed were chosen based on input from partners, the identified resource concerns, and for the opportunity to leverage and expand on a very successful and nationally recognized ongoing project to take it to the meaningful landscape scale. AFARI also creates additional impetus for additional adjacent public land treatment and and/or maintenance, such as on the BLM tracts, thereby increasing the efficacy of the CIS treatments and protecting the investments already made.

Summary of AFARI Goals and Objectives

- Treat greater than 20% of the dry forest landscape in ecologically and tactically strategic settings to mitigate severe fire behavior and loss of late-successional, complex forest habitat for Northern Spotted Owl and fisher on a landscape scale in order to promote resilience to fire, changing climate, insects and disease.
- Apply ecological thinning and fuels reduction to a) reduce predicted fire behavior in and around complex forest habitat, and b) Promote development of new late-successional habitat in appropriate bio-physical settings
- Restore landscape resilience by re-establishing open dry forest habitat and dependent biodiversity, legacy trees including large hardwoods with cavities for fisher, birds and other wildlife.
- Protect legacy trees and future legacy trees by thinning encroaching smaller trees competing species and fuel accumulations.
- Retain and promote large oak branching structures, cavities, acorn production, and other critical oak habitat features through removal of brush and competing vegetation to reduce severe fire threat and set the stage for reintroducing low intensity fire.

Lomakatsi's Role

Lomakatsi provides expertise and capacity in project development, planning, management, fine-scale ecological treatment design, monitoring, and implementation for ecosystem restoration projects. Lomakatsi employs a highly specialized local workforce trained and managed specifically to implement complicated ecological prescriptions.

Lomakatsi will oversee implementation of AFARI restoration treatments that include ecologically-based tree and brush thinning followed by hand piling fuels, hand pile burning, prescribed fire, maintenance treatments, native grass seeding/plant establishment. Lomakatsi will work with landowners, representatives, contractors and forestry workforces to oversee that projects meet objectives, timelines and payments are processed according to schedule and OWEB guidelines.

Lomakatsi overall roles for AFARI include:

1. Spatial analysis and modeling
2. Landscape / Parcel Prioritization
3. Landowner Recruiting
4. Landowner Ranking
5. Outreach and Coordination
6. Community engagement and education
7. Regulatory and environmental compliance
8. Project Layout and Design
9. Pre implementation monitoring
10. Ecological thinning
11. Slash treatment
12. Planting of native species (pine) and grass / herb reseeding
13. Post treatment monitoring
14. Stakeholder and partner reviews
15. Annual and final reporting

About Lomakatsi Restoration Project

Lomakatsi Restoration Project is a non-profit, grassroots organization that develops and implements forest and watershed restoration projects in Oregon and northern California (www.lomakatsi.org). Having implemented restoration projects over 20 years across thousands of acres of forests and miles of streams, Lomakatsi has a proven record of success. In cooperation with a broad range of partners including federal and state land management agencies, The Nature Conservancy and other land trusts, private landowners, watershed councils, city county government, and Native American tribes, our work has set precedents on nationally recognized projects. Lomakatsi provides expertise and capacity in project development, planning, management, fine-scale ecological treatment design, monitoring, and implementation for ecosystem restoration projects. Lomakatsi coordinates closely with multiple funding partners and manages a diverse workforce in complex social settings supported by critical community outreach.

Aaron Nauth
Restoration Operations Director
Lomakatsi Restoration Project
PO Box 3084, Ashland OR 97520
www.lomakatsi.org
Office (541) 488-0208

Pc: Marko Bey, Executive Director, Lomakatsi
Justin Cullumbine, Chief Financial Director, Lomakatsi
Darren Borgias, Southwest Oregon Program Manager, The Nature Conservancy

Exhibit D: OWEB Restoration Grant Application

See next page

Application Name: Ashland Forest All-lands Restoration Initiative

By: City of Ashland

Offering Type: Ashland Forest All-lands Restoration

Application Type: Restoration

OWEB Region: Southwest Oregon

County: Jackson

Coordinates: 42.147784,-122.721501

Applicant:

John Karns
20 East Main Street
Ashland OR 97520
541-552-2103
john.karns@ashland.or.us

Payee:

Barbara Christensen
20 East Main Street
Ashland OR 97520
541.488.5300
barbara.christensen@ashland.or.us

Project Manager:

Chris Chambers
455 Siskiyou BLVD
Ashland OR 97520
(541) 552-2066
chris.chambers@ashland.or.us

Budget Summary:

OWEB Amount Requested: \$1,153,430
Total Project Amount: \$3,143,274

Administrative Information

Location Information

What is the ownership of the project site(s)?

☒ *Public land (any lands owned by the Federal government, the State of Oregon, a city, county, district or municipal or public corporation in Oregon)*

What agency(ies) are involved?

Rogue-River Siskiyou National Forest and the City of Ashland

☒ *Private (land owned by non-governmental entities)*

Please select one of the following Landowner Contact Certification statements:

☒ I certify that I have informed all participating private landowners involved in the project of the existence of the application, and I have advised all of them that all monitoring information obtained on their property is public record.

☐ I certify that contact with all participating private landowners was not possible at the time of application for the following reasons: Furthermore, I understand that should this project be awarded, I will be required by the terms of the OWEB grant agreement to secure cooperative landowner agreements with all participating private landowners prior to expending Board funds on a property.

Please include a complete list of participating private landowners

Dr. Bill Epstein, Hoffmann Innovative Land Group, NEWTON RODERICK J/BROOKS, BARBER J C/L MC COY-BARBER, REED EDWARD J/CHRISTINE L, MAURER JOHN G. GOTTLIEB VERA S TRUSTEE ET, JESSUP STEVEN L/LAURA C., COWGER WILLIAM C/KAREN, DENNIS/KATHY COOPER FAMILY, JARVIS JOSEPH/RUTH LVG TRST, Magdalena Winter; Lutchter Land LLC, Mountcrest Forestry LLC

☐ *This grant will take place in more than one county.*

Permits

Other than the land-use form, do you need a permit, license or other regulatory approval of any of the proposed project activities?

- ☒ Yes
☐ No

For Details Go to Permit Page

Racial and Ethnic Impact Statement

Racial and Ethnic Impact Statement

- ☐ The proposed grant project policies or programs could have a disproportionate or unique POSITIVE impact on the following minority persons. (indicate all that apply)
- ☐ The proposed grant project policies or programs could have a disproportionate or unique NEGATIVE impact on the following minority persons. (indicate all that apply)
- ☒ The proposed grant project policies or programs WILL HAVE NO disproportionate or unique impact on minority persons.

Additional Information

- ☐ *This project affects Sage Grouse.*

Problem Statement

Describe the watershed problem(s) that this restoration project seeks to address.

Decades of landscape-scale fire suppression have allowed for increased forest stand density across much of southwestern Oregon. This increased density has resulted in a significant departure from the natural range of variability in species composition, tree density, forest structure, and wildfire fuel loading. Consequently, current forest conditions present an increased risk of uncharacteristically severe wildfire, which could have localized and regional impacts on soil, water, air, native plants and animals, and human communities. There is currently a need to reduce the risks of avoidable damage from uncharacteristically severe fire in overly dense dry forest and avoid impacts of severe fire to the erosive, steep, decomposed granite slopes in and around the Ashland Creek Watershed, source of the City's drinking water. Due to the geologically complex and ecologically diverse nature of the region, several important ecosystems are at risk of being impacted by this legacy of fire suppression. These include dry-type forests, oak and prairie systems, moist late-successional conifer forests, and associated aquatic habitats.

Of additional concern in the event of a severe wildfire is the degradation of the City of Ashland's municipal water supply. Ashland's Reeder Reservoir, which is at the center of the watershed, supplies municipal drinking water to over 20,000 residents and 300,000 annual visitors. The loss of hillside vegetation following a high severity wildfire would likely lead to soil erosion and sediment deposition into the reservoir, significantly compromising the municipal water source. The areas proposed for treatment are in and adjacent to the Ashland Creek watershed, and a wildfire ignition on these lands would potentially impact Ashland Creek and Reeder Reservoir. Restoring historic forest structure and composition will not only benefit plant and wildlife species that are dependent on dry-type forests, oak habitats, and late successional reserves, but will also reduce the risk of uncharacteristically severe wildfire in the Ashland Creek watershed and public and private forest lands adjacent to urban neighborhoods.

Dry-Type Forest: The health and long-term viability of dry forests in southwestern Oregon and within the AFARI area are impacted by the limiting factors of uncharacteristic density of trees, imbalance between open and closed forest conditions, build-up of hazardous fuel, which all play into the risk of uncharacteristically severe fire in large patches outside the historic, or a reasonably adaptive future range, of variation. Unnaturally high tree densities add competition and environmental stress, increasing the risk of severe outbreaks of forest insects and disease, which have already negatively impacted the project area. The impacts of both threats include loss of soil to erosion and mass wasting, diminished water quality and aquatic habitat from sedimentation, clean air impacts from more intense smoke events, and losses of old growth trees and critical late-successional habitat for dependent species. These conservation losses connote equally important losses of human assets, including a compromised municipal reservoir and water security, diminished community security and public health, impacts to recreational use, and the scenic backdrop for the Ashland tourism economy.

Jackson County consistently experiences one of the highest occurrences of wildfire in Oregon and has suffered devastating losses to life, property, natural resources, and community infrastructure. Concern over the issues spans local, regional, and national awareness that communities and the wide range of resources and ecosystem benefits on which they depend are at risk. The change in fire regime and intensity puts at risk the potential long term sustainability of these ecosystems, particularly under anticipated climate change increases in wildfire intensity and ignitions.

Oak Woodlands and Prairie: Oak habitat extent has been diminished by development, and the integrity of the remaining extent and has been further diminished by conversion to conifer forest and altered fire regimes. In the absence of fire, encroaching conifers over top and suppress shade-intolerant oaks impacting growth, decreasing acorn production, and eventually causing mortality. In addition, conifer encroachment increases fuel loads, setting the stage for more severe fires, where valuable habitat features such as mature large trees with high acorn production and diverse habitat structures (e.g., snags, cavities, and large branching structure) may be lost to stand-replacing fires. The loss and degradation of oak woodlands in this region has resulted in bird population declines, including both associated common and at-risk species. The national State of the Birds Report documents a 20% decline in western forest birds, a trend influenced by steeper declines of oak woodland associated birds particularly

the at-risk Oak Titmouse, present at the AFARI site, and primarily associated with this Pacific Avifaunal Biome for which a 50% population increase is required to return to a stable population. Restoration of oak woodlands is also needed to reverse declines of other at-risk species: Lewis' Woodpecker, Black-throated Gray Warbler, California Towhee, Western Scrub-Jay, as well as common species, some of which are also experiencing declines, including Acorn Woodpecker, Ash-throated Flycatcher, Bewick's Wren, Blue-gray Gnatcatcher, Bushtit, Chipping Sparrow, Western Bluebird, and White-breasted Nuthatch.

Investment in restoration in AFARI oak systems will be durable as the area is projected to remain dominated by oak habitats under potential climate change scenarios. The candidate species Pacific fisher population in the AFARI project area have been found inhabiting oak systems where it depends on cavities for denning in large, old oak trees. The rare, and USFWS listed Gentner's fritillary is also dependent on such oak systems throughout the regions and specific populations when found under encroaching conifers will benefit from stand opening treatment allowing more sun to reach plants. The following conservation plans call for the type of work envisioned in AFARI:

- North American Landbird Conservation Plan, Partners in Flight (PIF)
- USFWS Partners for Fish and Wildlife Program priority habitats and focus areas.
- USFWS recovery plans for the federally listed Gentner's Fritillary
- Oregon Habitat Joint Venture
- Oregon Conservation Strategy for Lowlands and Valleys of Western Oregon and Washington
- Oregon Conservation Strategy, 2006
- The Rogue Basin Action Plan for Resilient Watersheds and Forests in a Changing Climate, 2013.
- Jackson County Integrated Fire Plan, 2006
- The Nature Conservancy's Klamath Mountains Ecoregional Conservation Assessment, 2004

Aquatic habitat and Fishes: Endangered coho salmon require clear, cold water to return to spawn in rivers and creeks in of the project area. Conservation of water quantity and quality, while not directly addressed by project objectives, will be an indirect benefit of effective management of upland forest communities in AFARI.

How have past or current land management practices contributed to the problem?

Multiple land management practices have contributed to altered and degraded forest conditions within the proposed restoration area. These include extensive and intensive commercial timber harvest, residential development, and (of particular concern for the proposed restoration activities) wildfire suppression. The dry forests of the region are fire adapted; the long dry summers of the foothill and montane elevations, anthropogenic ignitions by Native Americans, and common occurrence of summer thunderstorms, once supported a frequent fire regime. A thorough local fire history for the dry mixed conifer conducted by The Nature Conservancy and the USFS Pacific Southwest Research Station using roughly 200 fire scarred trees found a stand-level, median fire return interval of 11 years. The sampled trees recorded fire every other year somewhere in the Ashland watershed forests. The last large fire occurred in 1910, after which a strict federal fire suppression policy was adopted. The 1959 Ashland fire burned several thousand acres on the western perimeter of the Ashland and Wrights Creek watersheds, burning through stands where earlier timber harvest and several missed fire events resulted in much of the forest reverting to non-conifer species that to this day have an elevated likelihood of a repeat stand replacement wildfire.

Several smaller fires have occurred since but the vast majority of the AFARI footprint has not burned in many decades or a century. The USFS reports suppressing multiple lightning ignited fires in the watershed most years, but these are contained at minimal acreage. Stand reconstructions completed for a wide range of mixed conifer on the site shows that the density of trees before fire exclusion (~ 50 trees/acre and basal area of roughly 120 ft²) has quadrupled in abundance and doubled in basal area at the present time. Stand composition has also shifted with a pronounced infill of young Douglas-fir and increased Pacific madrone at lower elevations, and an influx of white fir in the cooler montane forests. Widely spaced, large, ponderosa pine still occurs in many stands though Douglas-fir and white fir have encroached and caused significant declines in pine health and reproduction. Recruitment of future pine cohorts is severely lacking at current stand densities.

While the link between fire suppression and an increased threat of uncharacteristically severe wildfire has been well documented, residential development along the wildland urban interface has complicated fire management options. This has elevated the need for intentional, restorative fuels reduction treatments and associated ongoing maintenance. A matrix of privately and publicly held properties has resulted in a diverse range of land management strategies with varying abilities of landowners to conduct necessary restoration and management activities. Incorporating this matrix of properties into forest restoration planning is crucial for the abatement of habitat loss and the threat of severe wildfire. The AFARI site intentionally incorporates a restoration approach that integrates many land ownerships to create a more contiguous area in which the threat of severe wildfire is reduced and priority habitat types are restored to proper functioning condition.

Proposed Solution

Goals and Objectives

Provide a goal statement for this restoration application.

There are multiple goals associated with the proposed restoration actions:

Goal 1 - Treat greater than 20% of the dry forest landscape in ecologically and tactically strategic settings to mitigate severe fire behavior and loss of late-successional, complex forest habitat for Northern Spotted Owl and fisher on a landscape scale in order to promote resilience to fire, changing climate, insects and disease.

Goal 2 - Restore landscape resistance and resilience to wildfire and climate change by re-establishing open, dry forest habitat as well as dependent biodiversity and legacy trees such as large hardwoods with cavities for fisher, birds, and other wildlife.

Goal 3 - Reduce existing threats to oak woodland plant communities.

Goal 4 - Create diverse upland conditions that support healthy functioning Priority Aquatic Habitat and prevent significant sedimentation associated with severe fire.

Goal 5 - Restore low severity fire as a key ecological process in dry forests, building public support for increased use of fire as an essential outcome for future dry forest health and community safety.

Goal 6 - Reduce the predicted proportion of high severity wildfire and associated negative impacts to habitat, water quality, and communities in the initiative landscape.

List the objectives of this restoration application.

Associated with the goals listed above are multiple objectives:

Goal 1

Objective: Identify 3,800 strategic priority acres on non-federal land within the initiative area to optimize restoration of open forests and landscape fire management opportunities.

Objective: Engage and educate private landowners through direct marketing, neighborhood meetings, events, and social media.

Objective: Apply ecological thinning and fuels reduction to a) reduce predicted fire behavior in and around complex forest habitat, and b) Promote development of new late-successional habitat in appropriate bio-physical settings.

Goal 2

Objective: Protect legacy trees and future legacy trees by thinning encroaching smaller trees competing species and fuel accumulations

Objective: Through spatial analysis and field assessment, identify both existing open forest habitat and sites with open habitat potential and apply ecological thinning, appropriate native forb and bunchgrass seeding, and native understory restoration.

Goal 3

Objective: Retain and promote large oak branching structures, cavities, acorn production, and other critical oak habitat features through removal of brush and competing vegetation to reduce severe fire threat and set the stage for reintroducing low intensity fire.

Goal 4

Objective: Promote forest vegetation communities that are resilient to wildfire for the purposes of increased soil retention.

Objective: Delineate riparian forest boundaries in order to better guide the development of treatment areas and conserve streamside habitat.

Goal 5

Objective: Reduce the density of forest vegetation that has accumulated due to the lack of low severity fire.

Objective: Conduct intentional prescribed burns in strategic areas that are prone to rapid fuels accumulation and conifer encroachment and provide effective and safe opportunities for wildfire management.

Goal 6

Objective: Protect the municipal watershed and water supply from potentially severe wildfire and resulting sedimentation.

Objective: Identify tactical fire management opportunities in the Wildland Urban Interface that coincide with open forest habitat restoration opportunities to protect residential areas from severe wildfire and allow opportunities for safe reintroduction of fire through controlled burning.

Objective: Ameliorate risk to the forest from human caused ignitions in the WUI by treating overstocked and otherwise altered forest types.

Project History

Continuation - Are you requesting funds to continue work on a project previously funded by OWEB where that work did not result in a completed project?

- ☐ Yes
☒ No

Resubmit - Have you submitted, but were not awarded an OWEB application for this project before?

- ☐ Yes
☒ No

Phased - Is proposed work in this application a phase of a comprehensive watershed restoration plan or project?

- ☐ Yes
☒ No

Plans and Salmon

Is the proposed restoration activity(ies) identified in a local assessment or other plan?

- ☐ Yes
☒ No

Is this restoration project specifically designed to benefit salmon or steelhead?

- ☐ Yes
☒ No

Will this project benefit salmon or steelhead?

- ☐ Yes
☐ No

Habitat Types

In which habitat type(s) are you proposing to work?

- ☐ *Instream Habitat: below the ordinary high water mark (includes in-channel habitat restoration, bank stabilization, flow, fish screening, and fish passage)*
- ☐ *Riparian Habitat: above the ordinary high-water mark of the stream and within the stream's floodplain.*
- ☒ *Upland Habitat: above the floodplain and improves native habitat and watershed function. -- Details will follow.*
- ☐ *Wetland Habitat: land or areas covered, often intermittently, with shallow water or have soil saturated with moisture.*
- ☐ *Estuarine Habitat: tidally influenced areas.*

Upland Habitat

Select all applicable Upland categories.

☐ **Road activities**

☒ **Vegetation establishment or management**

Select all the actions you propose to implement to address the problem.

☒ *Restoration of historic upland habitats*

☒ *Oak woodland*

Acres
450

☒ *Oak savannah*

Acres
10

☐ *Upland prairie restoration*

☐ *Aspen stands*

☐ *Mountain Mahogany stands*

☒ *Fuels reduction*

Acres
1104

☐ *Juniper treatment*

☒ *Invasive species control*

List the common and scientific names of the species.

Scots broom (*Cytisus scoparius*)

western starthistle (*Centaurea solstitialis*)

Treatment(s) to be applied

☒ *Mechanical (cutting, mowing, girdling, etc.)*

☒ *Chemical (pesticides, fungicides, etc.)*

☐ *Biological (predators, herbivores, pathogens, etc.)*

Acres to be treated
35

☒ *Forest stand health*

☒ *Prescribed burnings*

Targeted species

Burning will not target a species, but does favor processes that in turn favor fire resistant species and discourages fire intolerant species.

Acres treated

139

☒ *Selective tree thinning*

Targeted species

Species targeted in thinning projects are typically not fire resistant and are shade tolerant. Examples are white fir, Douglas-fir, and whiteleaf manzanita.

Acres treated

963

☐ *Planting*

☐ **Livestock management**

☐ **Agricultural practices for conservation including erosion control**

☐ **Non-Agriculture practices for conservation including erosion control**

☐ **Urban impact reduction**

Total upland acres to be treated:

1100

Wrap-Up

Outcomes

Explain how the proposed restoration activities address the watershed problem described in the Problem Statement and Goals and Objectives.

The proposed action to solve the problem and achieve desired landscape and stand conditions is to strategically thin the forests that have become overly dense and reduce fuels more broadly in order to restore a more natural balance between open and closed forest in appropriate settings, resulting in fuel conditions, stand composition, and structure which promote low characteristic low intensity fire. This will create safer conditions to manage fire, including prescribed burns and wildfire. The actions also sustain the required light environment (i.e. canopy closure) in which fire resistant tree species such as pines and oaks are recruited and can be developed and managed sustainably with recurrent low intensity fire. The AFARI treatments, applied in an all-lands approach, integrate planned private non-industrial lands treatment thereby expanding the approved footprint of the USFS approved AFR project (Record of Decision 2009). Proper initial treatment will also help facilitate the future use of prescribed fire on the land in a much safer and cost effective manner to protect investments already made during the fuels reduction and stand restoration stage.

All of the projects goals and objectives will be addressed through the accomplishment of the actions listed below; together this strategic plan will achieve desired outcomes. Prioritization and implementation of actions occurs both at the landscape scale and at the unit or forest stand scale. Regional and project wide modeling and analysis result in landscape scale prioritization, while a skilled technical workforce identifies key ecological features at the stand scale which influence property ranking and prescription development. Social outcomes will be assessed through careful outreach and 16 ranking criteria, designed to focus initiative resources on those properties best suited to fulfill the long term goals and outcomes of the initiative.

Specific actions included in this project are as follows:

1. Spatial analysis and modeling
2. Landscape / Parcel Prioritization
3. Landowner Recruiting
4. Landowner Ranking
5. Outreach and Coordination
6. Community engagement and education
7. Regulatory and environmental compliance
8. Project Layout and Design
9. Pre implementation monitoring
10. Ecological thinning
11. Slash treatment
12. Seeding of native grasses and forbs
13. Post treatment monitoring
14. Stakeholder and partner reviews
15. Annual and final reporting

By 2021, the 53,000 acre initiative area of forests and woodlands will have a balance of open- and closed-canopy habitat conditions approaching the Natural Range of Variability and providing landscape resilience which mitigates the threat of severe wildfire to dry-type forest, including late successional habitat, oak habitat, dependent wildlife, water quality and aquatic habitats for native fish, and the surrounding human communities. This will be done in a collaborative partnership working with the community and partner agencies.

Describe the steps you will take to minimize adverse impacts to the site and adjacent lands during and after project implementation .

Each individual restoration site will be surveyed by trained technical staff (foresters and restoration ecologists) and restoration concerns specific to that site will be documented. Restoration activity plans will then be tailored to each property so that appropriate and heterogeneous treatments are applied on a landscape scale. All ecological thinning and burning activities will be conducted by a skilled and experienced crew with the proper planning and oversight to ensure that adjacent sites are not adversely impacted.

The specific process by which the above measures will be addressed is as follows:

1. Landowner consultation with trained technical staff
2. Site review with trained technical staff
3. Tailored, site-specific activity plan drafted by trained technical staff
4. Burn plan drafted for each site by trained technical staff
5. Ecological thinning and prescribed burning conducted by experienced crew and/or contractor
6. Follow-up monitoring to ensure targets were met and appropriate ecological and social needs were addressed

Does this proposed project include outreach activities?

- ☒ Yes
☐ No

Describe these activities, as well as any related products, and explain how the proposed activities relate to the project's objectives.

Landowner outreach activities for the first biennium include: Development of a landowner brochure for recruitment and promotion of the AFAR program, draft of a web page dedicated to landowners, communications planning between partners and tools for signing up landowners (letter of intent and pricing sheet). Outreach activities are more targeted for this biennium however, the products developed lay the foundation for future outreach activities. Current campaigns target landowners based on a landowner ranking criteria that prioritizes properties with strategic ridge lines, high value to benefit wildlife, close proximity to lands previously treated and fall within the project boundary.

Design

Were design alternatives considered?

- ☒ Yes
☐ No

If yes, describe the design alternatives that were considered and why the preferred alternative was selected.

The alternative of No Action was considered. Without action, fuel loads will continue to accumulate, risk of catastrophic wildfire and associated destruction of natural resources will increase, large tree mortality rates will continue to accelerate and a vital component of the forest ecosystem will be lost in favor of younger, dense, volatile forest less resilient to natural disturbances and to anticipated climate change. The overall health of the forest ecosystem – dry-type forest with late-successional wildlife habitat, oak woodlands, and aquatic habitat for native species – will degrade with increasing densification and the remaining open, fire-resistant forest compromised by encroachment. A No Action alternative does not treat identified resource concerns and is likely to create additional concerns when an unnaturally severe fire event burns with high mortality in large patches. Studies from watersheds impacted by severe fire and modeling of similar outcomes in other watersheds predict considerable financial losses due to sedimentation and impacts on the municipal water infrastructure.

Select the appropriate level of design for your project.

- ☐ No design is required.
☐ 10-30%: Conceptual design (evaluation of alternatives, concept-level plans, design criteria for project elements, rough cost estimates).
☐ 30-85%: Preliminary design (selection of the preferred alternative, draft plans, draft design report, preliminary cost estimates).
☒ 85-100%: Final design (final design report, plans, and specifications, contracting and bidding documents, monitoring plan, final cost estimate).

If work remains on the project's design, describe the work that remains to be done and when you expect to have it completed. If no design is required put "N/A"

Project Management

List the key individuals, their roles, and qualifications relevant to project and post project implementation. At a minimum include the following: project management, project design, project implementation, and project inspection.

| Role | Name | Affiliation | Qualifications | Email | Phone |
|---------------------------|-------------------|-------------------------------|---|------------------------------|-------------------------|
| Project Management | Chris Chambers | City of Ashland | Forest Division Chief, Forest Ecologist | chris.chambers@ashland.or.us | (541) 482-2770 Ext.2066 |
| Project Financial Manager | Justin Cullumbine | Lomakatsi Restoration Project | CFO Lomakatsi Restoration Project | justin@lomkatsi.org | (541) 488-0208 |

List the major project elements and time schedule for each, including post project implementation.

| Element | Start Date | End Date |
|------------------------------------|------------|----------|
| Project Plans and Layout Completed | 2/2017 | 3/2017 |
| Begin Implementation Activities | 3/2017 | 12/2017 |
| Finish Implementation BN 1 | 3/2017 | 12/2017 |
| Implementation Grant Approval | 3/2017 | 3/2017 |

| Element | Q1 2017 | Q2 2017 | Q3 2017 | Q4 2017 |
|------------------------------------|---------|---------|---------|---------|
| Project Plans and Layout Completed | | | | |
| Begin Implementation Activities | | | | |
| Finish Implementation BN 1 | | | | |
| Implementation Grant Approval | | | | |

Optional Monitoring

OPTIONAL: Restoration Project Monitoring

- ☐ *Salmonid Monitoring*
- ☒ *Non-salmonid biological monitoring*
- ☐ *Water (quantity) flow monitoring*
- ☒ *Water quality monitoring*
- ☒ *Onsite*
- ☒ *Downstream*
- ☐ *Upstream*
- ☐ *Upslope*
- ☒ *Effectiveness monitoring will be conducted for this project*

Budget

| Item | Unit Type | Unit Number | Unit Cost | OWEB Funds | External Cash | External In-Kind | Total Costs |
|--|-----------|-------------|------------|--------------------|--------------------------------------|------------------|--------------------|
| Salaries, Wages and Benefits | | | | | | | |
| | | | \$0 | \$0 | \$0 | \$0 | \$0 |
| Category Sub-total | | | | \$0 | \$0 | \$0 | \$0 |
| Contracted Services | | | | | | | |
| Acres of treated land for Dry-Forest Restoration | Acres | 1022 | \$1,080.00 | \$1,103,760 | \$0 | \$0 | \$1,103,760 |
| AFR SPA #3 Restoration Activities | Acres | 1000 | \$1,989.84 | \$0 | \$1,989,844 | \$0 | \$1,989,844 |
| Category Sub-total | | | | \$1,103,760 | \$1,989,844 | \$0 | \$3,093,604 |
| Travel | | | | | | | |
| | | | \$0 | \$0 | \$0 | \$0 | \$0 |
| Category Sub-total | | | | \$0 | \$0 | \$0 | \$0 |
| Materials and Supplies | | | | | | | |
| | | | \$0 | \$0 | \$0 | \$0 | \$0 |
| Category Sub-total | | | | \$0 | \$0 | \$0 | \$0 |
| Equipment and Software | | | | | | | |
| | | | \$0 | \$0 | \$0 | \$0 | \$0 |
| Category Sub-total | | | | \$0 | \$0 | \$0 | \$0 |
| Other | | | | | | | |
| | | | \$0 | \$0 | \$0 | \$0 | \$0 |
| Category Sub-total | | | | \$0 | \$0 | \$0 | \$0 |
| Modified Total Direct Cost Amounts | | | | \$1,103,760 | \$1,989,844 | \$0 | \$3,093,604 |
| Indirect Costs | | | | | | | |
| OWEB Negotiated Indirect Cost Rate | | 4.5% | | | Indirect Cost Total: \$49,670 | | |
| Total | | | | \$1,153,430 | \$1,989,844 | \$0 | \$3,143,274 |

If the budget includes unusually high costs and/or rates, provide justification for those costs and/or rates.

If the budget identifies a contingency amount for specific line item(s) within the Contracted Services and Materials and Supplies budget categories, explain the specific reasons a contingency is needed for each line item. Contingencies are line-item specific and cannot be used for other costs.

Funding and Match

Fund Sources and Amounts

| Organization Type | Name | Source Note | Contribution Type | Amount | Description | Status |
|-------------------------------|---------------------|---|----------------------------------|-------------|--|---------|
| Federal | U.S. Forest Service | Ashland Forest Resiliency Project leveraged federal funds | Cash | \$1,989,844 | Ashland Forest Resiliency Project SPA #3 | Pending |
| Fund Source Cash Total | | \$1,989,844 | Fund Source In-Kind Total | | \$0 | |

Match

| Contribution Source-Type: Description | Amount |
|--|--------------------|
| U.S. Forest Service-Cash: Ashland Forest Resiliency Project SPA #3 | \$1,989,844 |
| Match Total | \$1,989,844 |

Do match funding sources have any restrictions on how funds are used, timelines or other limitations that would impact the portion of the project proposed for OWEB funding?

- ☐ Yes
☒ No

Will use of federal funds by OWEB impact your ability to meet non-federal match requirements you may have with other funders?

- ☐ Yes
☒ No

Do you need state OWEB dollars (not Federal) to match the requirements of any other federal funding you will be using to complete this project?

- ☐ Yes
☒ No

Does the non-OWEB funding include NOAA/PCSRF funds?

- ☐ Yes
☒ No

Uploads

Map: [AFAR 10_31_16.pdf -](#)

Map: [AFAR_OWEB_1st_BN_ProjectMap.pdf -](#)

Permit Page

| Project Activity Requiring a Permit or License | Name of Permit or License | Entity Issuing Permit or License | Status |
|--|--------------------------------|----------------------------------|---|
| Vegetation Thinning | ODF Notification of Operations | Oregon Department of Forestry | To be filed when contracts are executed |
| Controlled Burning | ODF Burn Permit | Oregon Dept of Forestry | Will apply immediately before burning. |

**SPECIAL PROCUREMENT
REQUEST FOR APPROVAL**

To: City Council, Local Contract Review Board

From: Chris Chambers, Fire Department

Date: February 15th, 2017

Subject: REQUEST FOR APPROVAL OF A SPECIAL PROCUREMENT

In accordance with ORS279B.085, this request for approval of a Special Procurement is being presented to the City Council for approval. This written request for approval describes the proposed contracting procedure and the goods or services or the class of goods or services to be acquired through the special procurement and the circumstances that justify the use of a special procurement under the standards set forth ORS 279B.085(4).

1. **Requesting Department Name:** Ashland Fire & Rescue
2. **Department Contact Name:** Chris Chambers, Forest Division Chief
3. **Type of Request:** Class Special Procurement ☒ Contract-specific Special Procurement
4. **Time Period Requested:** From: 2/21/2017 To: 3/31/2018
5. **Total Estimated Cost:** Not to exceed \$1,103,760.00
6. **Short title of the Procurement:** Oregon Watershed Enhancement Board Focused Investment Partnership Restoration Grant.

Supplies and/or Services or class of Supplies and/or Services to be acquired:

Lomakatsi Restoration Project will provide forestry services under the Ashland Forest All-lands Restoration Initiative, an approved Oregon Watershed Enhancement Board Focused Implementation Partnership (OWEB FIP) grant program. Lomakatsi Restoration Project will implement dry forest habitat enhancement work on specific properties outlined in the Ashland Forest All-lands Restoration Initiative Restoration Grant application. Specifically, Lomakatsi will provide the workforce necessary to implement dry forest restoration (vegetation thinning) including creation of burn piles and prescribed burn activities to include burning the piles and/or broadcast underburning.

Background and Proposed Contracting Procedure: Provide a description of what has been done in the past and the proposed procedure. The Agency may, but is not required to, also include the following types of documents: Notice/Advertising, Solicitation(s), Bid/Proposal Forms(s), Contract Form(s), and any other documents or forms to be used in the proposed contracting procedure. Attach additional sheets as needed.

Background: An outgrowth of the City's partnership in the Ashland Forest Resiliency (AFR) project, this State of Oregon funded grant allows the AFR partnership additional capacity to expand work to

better protect the City's water supply, improve forest health, and prepare for climate change. This contract provides funding for federal, City, and private lands in and around the Ashland Watershed. For this OWEB grant, the City is the prime applicant/awardee in partnership with Lomakatsi Restoration Project and The Nature Conservancy. The OWEB FIP program is a six-year, \$6 million grant that began this biennium. Due to delays in the award process, we lost over one year of the biennium to implement this program and received the award letter for this biennium's funding in mid-February this year. Under OWEB FIP, there are three grants each biennium. Lomakatsi was the applicant and recipient for the first two grants this biennium for technical assistance and monitoring. The City is the recipient of the largest portion for restoration activities, which will be carried out through this contract.

8. Justification for use of Special Procurement: Describe the circumstances that justify the use of a Special Procurement. Attach relevant documentation.

The OWEB FIP program's award criteria placed heavy weight on the strength of partnerships for their selection. Lomakatsi and The Nature Conservancy were co-applicants with the City and without their investments in time and knowledge, the community would not be benefitting from this funding source. The City lacks the internal capacity to field a workforce that would accomplish the project outcomes desired by the AFR partners and as spelled out in the City Council's goals for watershed and community safety. Lomakatsi, using its non-profit status, sought out matching funds and additional partners (U.S. Fish and Wildlife Service, Jackson County Soil & Water Conservation District) that added further financial resources and attracted OWEB to this project. Lomakatsi has played a central role to date working with private landowners under the Ashland Forest All-lands Restoration project first phase, planning and implementing similar type work on over 3,000 acres and counting with funding from the Natural Resources Conservation Service. Lomakatsi has already received two of three grants under the OWEB FIP initiative to date, subawarding the City our share of the funds and using their share to recruit property owners and plan projects that will be implemented under this contract. Importantly, as a non-profit project partner, Lomakatsi will implement this work at actual cost, resulting in more acres completed for the dollars invested.

9. Findings to Satisfy the Required Standards: This proposed special procurement:

 X (a) will be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts because:

The situation of the AFR stewardship agreement including Lomakatsi as a central partner, and Lomakatsi's fundamental role in securing OWEB funding is unique and has served to accomplish work that is not possible in a standard contracting framework. There are no contractors who have this relationship to the AFR project, bring grant funds and partners to the project, or operate collaboratively on a cost-only basis.

(Please provide specific information that demonstrates how the proposed Special Procurement meets this requirement.); **and**

 X (b)(i) will result in substantial cost savings to the contracting agency or to the public because:

As mentioned above, Lomakatsi, as a non-profit, will charge the City on actual operating costs per acre for surface and ladder fuel treatments, which have proven to be less than project cost estimates over the past six years of AFR work. This will result in a larger footprint of work completed.

(Please provide the total estimate cost savings to be gained and the rationale for determining the cost savings); **or**

 X (b)(ii) will otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the requirements of ORS 279B.055, 279B.060, 279B.065, or 279B.070, or any rules adopted there under because:

Lomakatsi's experience in the Ashland Watershed has allowed them to accumulate site-specific knowledge of local ecology, expectations of the AFR partnership and public, and tested methods of implementation that have yielded acceptable outcomes on over 7000 previous acres. The combination of experience and furthering the public interest through added complimentary funding and partners makes Lomakatsi's situation unique and of benefit to the City and community.

(Please provide specific information that demonstrates how the proposed Special Procurement meets this requirement.)

Public Notice:

Pursuant to ORS 279B.085(5) and OAR 137-047-0285(2), a Contracting Agency shall give public notice of the Contract Review Authority's approval of a Special Procurement in the same manner as a public notice of competitive sealed Bids under ORS 279B.055(4) and OAR 137-047-0300. The public notice shall describe the Goods or Services or class of Goods or Services to be acquired through the Special Procurement and shall give such public notice of the approval of a Special Procurement at least seven (7) Days before Award of the Contract.

After the Special Procurement has been approved by the City Council, the following public notice will be posted on the City's website to allow for the seven (7) day protest period.

Date Public Notice first appeared on www.ashland.or.us –*February 22nd, 2017*

PUBLIC NOTICE
Approval of a Special Procurement

First date of publication: *February 22nd, 2017*

A request for approval of a Special Procurement was presented to and approved by the City Council, acting as the Local Contract Review Board, on *February 21st, 2017*.

This Special Procurement is a "Contract- specific Special Procurement". The proposed contracting procedure is direct award to Lomakatsi Restoration Project for site specific forestry work as part of the Oregon Watershed Enhancement Board Focused Implementation Project. Lomakatsi has unique experience as a partner developing this project, adding funding and capacity, and has completed over 7000 acres of similar work on this and related projects, in like conditions, and at or below expected costs.

It has been determined based on written findings that the Special Procurement will be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts, and result in substantial cost savings or substantially promote the public interest in a manner that could not be realized by complying with the requirements that are applicable in ORS 279B.055, 279B.060, 279B.065, or 279B.070.

An affected person may protest the request for approval of a Special Procurement in accordance with ORS 279B.400 and OAR 137-047-0300. A written protest shall be delivered to the following address: City of Ashland, Kari Olson, Purchasing Representative, 90 N. Mountain, Ashland, OR 97520. The seven (7) day protest period will expire at 5:00pm on *February 28th, 2017*.

This public notice is being published on the City's Internet World Wide Web site at least seven days prior to the award of a public contract resulting from this request for approval of a Special Procurement.

Memo

DATE: February 15, 2017

TO: City Council

FROM: Chris Chambers, Forest Division Chief/Ashland Fire & Rescue

RE: Lomakatsi Restoration Project Contract Special Procurement Determination of Feasibility

The Ashland Municipal Code requires additional justification for any Special Procurement over \$350,000. Per ORS 279B.036, *Determination of feasibility of procurement*, which in first part states that “a contracting agency may proceed with a procurement if the contracting agency reasonably determines in writing that using the contracting agency’s own personnel or resources to perform the services that the contracting agency intends to procure is not feasible.”

A cost analysis is unnecessary if the contracting agency finds it “lacks the specialized capabilities, experience or technical or other expertise necessary to perform the services.” ORS 279B.036 (1)(a). Ashland Fire & Rescue (AF&R) must still “compare [AF&R’s] capability, experience or expertise in the field most closely involved in performing the services with a potential contractor’s capability, experience or expertise in the same or a similar field.” *Id.*

Staff analysis: Ashland Fire & Rescue’s internal expertise and workforce capacity does not fit the need for the identified work either by skills possessed or capability to perform the identified tasks. The vast majority of AF&R’s workforce are firefighter/paramedics who have no technical forestry expertise or training that would lend to accomplishment of the pertinent outcomes. In addition, the AF&R workforce is necessarily tied to emergency response duties and cannot be out of the City where response time would be reduced. Due to these factors, using our own personnel is not feasible.



OWEB
DIRECTOR'S AWARD MEMO

To: Meta Loftsgaarden, Executive Director

From: Eric Hartstein, Senior Policy Coordinator

Date: February 9, 2017

Project Name: Ashland Forest All-Lands Restoration Initiative

Program: Focused Investment Partnership

Application/Project No.: 216-8204-15366

Application Type: Restoration

Applicant: City of Ashland

OWEB Funding Requested: \$ 1,153,430

Staff Recommendation: \$ 1,153,430

Fund Source: Lottery

Summary Description of Project. This application seeks funding to implement forest health restoration activities at nine sites totaling 1,100 acres. Treatment will include ecological and maintenance thinning, prescribed fire, and noxious weed control. Landscape forest treatments are intended to restore open and closed late seral forests, enhance oak habitats, and ameliorate risk of catastrophic fire, among other community benefits.

Reviewer Comments and Recommendations. The Technical Review Team (TRT) described the Ashland Forest All-Lands Initiative as a high performing partnership and applauded the holistic restoration approach that takes into consideration varying land ownerships, complex forest habitats, and the dynamic social environment of the community. The TRT expressed a high degree of confidence in the ecological approach and the ability of the partnership to deliver strong restoration outcomes. The TRT noted that the partnership has been strategic in selecting restoration sites building on earlier assessment and prioritization work. It was obvious that momentum and support for this effort is growing in the community. The partnership has been successful at leveraging funding, and is implementing projects in a manner that allocates this funding effectively across the landscape.

To assist with the TRT review, the partnership developed a summary handout that describes each of the proposed treatments, a pricing sheet for use in the field to determine restoration costs, monitoring objectives, and a matrix illustrating how the proposed properties were ranked in relation to the objectives of the Ashland Forest All-Lands Restoration Initiative. The TRT found this summary document useful for the discussion and it has been appended to the application.

The TRT and partnership discussed the need for maintenance at treated sites. This will be an ongoing concern as, once treated, each site will need regular activity to maintain the restoration gains into the future. The discussion focused on using prescribed fire as the practice becomes accepted in the community, as well as developing new innovative ways to fund this work, which may include tax incentives. The TRT appreciated that the partnership was actively planning for the future and was confident that the partnership is poised to find long-term solutions to this concern. The TRT also noted that the partnership has a rigorous monitoring

approach, and believe it would be beneficial to incorporate a way to quantify wildlife habitat outcomes for Northern Spotted Owl and Pacific fisher.

Staff Recommendation. Fund, with conditions

Special Conditions.

The following special conditions apply to the implementation of the project:

- (a) Notify the Board's Project Manager before ecological thinning activities commence on the Mountcrest Forestry property to ensure activities are compatible with the pending conservation easement and associated management plan.
- (b) Pre-Project Photos and Map:
 - (i) OWEB will not release any funds for a Project site until Grantee has submitted to the Board's Project Manager pre-project photos at photo points established to track visual change(s) resulting from restoration project. Grantee should carefully consider photo point locations to ensure photos clearly show the same sites and perspective in future photos to meet reporting requirements and demonstrate that completed restoration meets the scope of work described in the grant application.
 - (ii) OWEB will not release any funds for a Project site until Grantee has submitted to the Board's Project Manager a map that show's where the photo points have been established. Baseline criteria for the map include 8 1/2 x 11 size and .pdf format. Minimum background layers include recent aerial imagery, Project boundary, streams, and roads/highways.

The following special conditions apply to the to the project completion report (PCR):

- (a) Provide at least one (1) photo point from five (5) of the properties being treated. Photo points should include a pre-treatment photo and post-treatment photo.

The following special conditions apply to the post-implementation status report (PISR):

- (a) Provide at least five (5) photos from the photo points as provided for in the PCR.

Director's Award.

By the virtue of the authority vested in the OWEB Executive Director by the Board, I hereby authorize an award of \$1,153,430, with an award date of January 26, 2016 for the project as modified in an amount not to exceed \$1,153,430.

Submitted by:

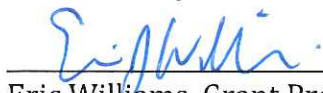


Eric Hartstein, Senior Policy Coordinator

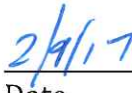


Date

Reviewed by:



Eric Williams, Grant Program Manager



Date

Approved by:



Meta Loftsgaarden, Executive Director



Date