

Council Business Meeting

May 1, 2018

Title: Special Procurement Request for Approval for Oregon Watershed Enhancement Board Focused Implementation Partnerships Program
From: Chris Chambers Forest Division Chief
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.

Actions, Options, or Potential Motions:

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

Staff Recommendation:

Staff recommends approval of the Special Procurement to Lomakatsi Restoration Project not to exceed \$1,704,000.00 dollars through 12/31/2020.

Resource Requirements:

This contract with Lomakatsi will allocate \$1,704,000.00 in the current biennium. The OWEB Grant Award Letter is attached. The City recoups 4.5% administration charges on all money under this grant, which totals \$76,680.00. This award was leveraged by the City Council’s (approved at May 5th, 2015 meeting) dedicated AFR funding of \$350,000.00 per biennium via the utility surcharge.

Policies, Plans and 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.*

Background and Additional Information:

The City Council approved the City’s application for the OWEB Focused Implementation Partnership (FIP) on October 20th, 2015 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, and the only forest-related FIP in the state. 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).

Attachments:

Contract for Good and Services

Form for Special Procurement, Request for Approval

Lomakatsi Restoration Project Work Proposal

Determination of Feasibility Memo from Staff

OWEB Director's Award Letter

Contract for GOODS AND SERVICES

<p>CITY OF ASHLAND 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: 04/10/2018</p>	<p>FAX: nauth@lomakatsi.org</p>
<p>BEGINNING DATE: 04/24/2018</p>	<p>COMPLETION DATE: 12/31/2020</p>
<p>COMPENSATION: Not to exceed \$1,704,000.00</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:

City of Ashland

By _____
Signature

By _____
Department Head

Print Name

Print Name

Title

Date

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

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.



\$14.81 per hour effective June 30, 2017.

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 **\$20,688.86** 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 **\$20,688.86**

- 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:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, 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.



Exhibit C: Lomakatsi Proposal

Exhibit D: OWEB Restoration Grant Application

See next page

**SPECIAL PROCUREMENT
REQUEST FOR APPROVAL**

To: City Council, Local Contract Review Board
From: Chris Chambers, Fire Department
Date: April 10th, 2018
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: 4/24/2018 To: 12/31/2020
- 5. **Total Estimated Cost:** Not to exceed \$1,704,000.00
- 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 –*April 17th, 2018*

PUBLIC NOTICE
Approval of a Special Procurement

First date of publication: *April 17th, 2018*

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 *April 17th, 2018*

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, Chris Chambers, Forest Division Chief, 455 Siskiyou Blvd, Ashland, OR 97520. The seven (7) day protest period will expire at 5:00pm on *April 24th, 2018*.

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.



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, April 11 2018

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) **Biennium 2 Implementation Grant Award** for the Ashland Forest All-lands Restoration Initiative (AFARI)

Dear Mr. Chambers;

Please share this proposal prepared for City of Ashland (COA) to contract with Lomakatsi the for OWEB's FIP **Biennium 2 Implementation Grant Award** for AFARI. As part of the total OWEB Biennium 2 proposal of \$1,780,680—\$1,704,000 was allocated to contract with Lomakatsi to implement a suite of restorative treatments on approximately 1,500 acres, which includes private and federal ownerships. Restoration operations are scheduled to be implemented starting May 1, 2018 and ending December 31, 2020.

The total six-year (3 bienniums) implementation award is for up to \$4,104,000.00, with the overall objective to identify and treat 3,800 acres of dry forest landscape. Biennium 1 will conclude on June 30th, 2018, reaching the goal of conducting treatments on approximately 1,110 acres for \$1,153,430.

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

Memo

DATE: April 10, 2018
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.





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, April 11 2018

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) **Biennium 2 Implementation Grant Award** for the Ashland Forest All-lands Restoration Initiative (AFARI)

Dear Mr. Chambers;

Please share this proposal prepared for City of Ashland (COA) to contract with Lomakatsi the for OWEB's FIP **Biennium 2 Implementation Grant Award** for AFARI. As part of the total OWEB Biennium 2 proposal of \$1,780,680—\$1,704,000 was allocated to contract with Lomakatsi to implement a suite of restorative treatments on approximately 1,500 acres, which includes private and federal ownerships. Restoration operations are scheduled to be implemented starting May 1, 2018 and ending December 31, 2020.

The total six-year (3 bienniums) implementation award is for up to \$4,104,000.00, with the overall objective to identify and treat 3,800 acres of dry forest landscape. Biennium 1 will conclude on June 30th, 2018, reaching the goal of conducting treatments on approximately 1,110 acres for \$1,153,430.

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