



Council Business Meeting

March 19th, 2024

Agenda Item	Special Procurement Contract Approval for Timberline Logging Enterprises, LLC			
From	Chris Chambers	Forestry Officer		
Contact	Chris. Chambers@ashland.or.us			
Item Type	Requested by Council <input type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input type="checkbox"/> Presentation <input type="checkbox"/> Consent <input type="checkbox"/> Public Hearing <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Unfinished Business <input type="checkbox"/>			

SUMMARY

The next step in the Ashland Forestland Climate Change Adaptation Project, this Special Procurement award authorizes the City to contract with Timberline Logging Enterprises, LLC to remove recently dead, dying, and overcrowded trees from City and APRC forestlands. This continues previous Council actions including the adoption of the 2023 City Forestlands Climate Change Addendum to the Ashland Forest Plan and recent contract with Lomakatsi Restoration Project to mark trees for helicopter removal. This work is extremely time-sensitive to address escalating fire danger before summer fire season and to recoup by-product wood value that will be lost if work isn't completed this spring.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goal: Address Climate Change

City Council Goal: Reduce Wildfire and Smoke Risk

City Plans: Ashland Natural Hazard Mitigation Plan, Community Wildfire Protection Plan, 2016 Ashland Forest Plan and 2023 Forest Plan Climate Change Addendum.

Citizen Budget Goals: Wildfire Safety was the highest budget priority from resident in-person and online polling in spring 2023.

BACKGROUND AND ADDITIONAL INFORMATION

Recent drought and extreme heat have created what researchers call a "[decline spiral](#)" in Douglas-fir trees, a species that has proliferated on lower elevation City and APRC lands due to past logging and cessation of indigenous burning practices. In response to a significant uptick in dead and dying trees, the City commissioned a [drone-based survey](#) of impacted municipal forestlands. We found just over 20% of Douglas-fir were dead or visibly dying. Further data from local U.S. Forest Service researchers has since shown at least an additional 25% (range of 20% to 60%) of trees that appeared green during summer of 2023 were already infested with bark beetles and will likely die this coming spring. Climate change projections for coming years show that Douglas-fir will continue to die, making it imperative that the City



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respond quickly to prevent the build-up of fuels shown to cause significant ecological and private property damage during fires.

Following guidance in the 2016 Ashland Forest Plan and 2023 Climate Change Addendum, staff and the Ashland Forestlands Management Advisory Committee proposed Phase One of a Climate Change Adaptation Project to quickly address increased fire danger from dead/dying trees and begin the critical work of helping our forests adapt to changing conditions. Public meetings and tours were offered to help inform the planning effort. In November, Council approved a contract with Lomakatsi Restoration Project to assist the City with marking dead, dying, and overcrowded forests for a future helicopter-based thinning project, part of Phase One implementation. This proposed contract with Timberline Logging Enterprises, LLC represents a significant investment in the safety of our community and the sustainability and [long-term survival of our local forests](#) that are a cornerstone of Ashland's local culture and economy.

The project addresses safety concerns along trails and roads where hundreds of dead trees need to be removed for public safety. Importantly, the project also reduces risk to critical infrastructure at the City's Water Treatment Plant and along the course of Ashland Creek where dead trees falling into the flood zone threaten the City's water supply pipelines, road crossings, culverts, and downstream to the plaza itself.

Forests across the west are under significant stress from climate change, resulting in permanent loss of forest cover in the southwest and the southern Sierra Nevada, and a shifting of climate zones resulting in ["zombie forests"](#) all the way into Northern California and likely Southern Oregon as well. Proactively addressing these issues is the most fiscal, ecological, and protective course of action for the community's interest and safety.

FISCAL IMPACTS

The current budget dedicated to wildfire and forest management is insufficient to pay for this unexpected cost. City Administration and Finance have identified additional funding to cover the added cost of this work. Project partner Lomakatsi Restoration Project recently pledged \$100,000 of federal funding and future in-kind labor to assist with prescribed burning, invasive species management, and replanting. Revenue from log sales as a by-product of this work will also offset a significant portion of the costs. The final bid results (due March 15th) will be presented at the Council Study Session meeting with several courses of action with varying



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costs. Given current market trends, projected costs, and the Timberline pricing proposal for this project, staff predicts a net need of between \$500,000 and \$715,000 this biennium to make this project “fly” between now and the end of the fiscal year.

SUGGESTED ACTIONS, MOTIONS and/or OPTIONS

“I move that the City Council, acting as local contract review board, approve this special procurement award to Timberline Logging Enterprises, LLC in the amount not to exceed \$1,400,000 through June 30, 2024 for forestry work critical to our watershed and community wildfire safety.”

REFERENCES & ATTACHMENTS

Contract for Goods and Services

Ashland Forestland Adaptation Project Specifications

Form for Special Procurement, Request for Approval

GOODS AND SERVICES AGREEMENT (GREATER THAN \$35,000)

CITY OF ASHLAND

20 East Main Street
Ashland, Oregon 97520
Telephone: 541/488-5587
Fax: 541/488-6006

CONTRACTOR: Timberline Logging Enterprises, LLC

CONTACT: Brian Jorgenson

ADDRESS: 1926 INDUSTRIAL DR SANDPOINT, ID 83864

PHONE: (208) 263-5987

EMAIL: brian@timberlinehelicopters.com

This Goods and Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and Timberline Logging Enterprises LLC, (a domestic/foreign business corporation) (hereinafter "Contractor"), for (tree cutting, helicopter logging, and log shipping)

1. CONTRACTOR'S OBLIGATIONS

1.1 Provide helicopter logging service including the cutting of trees designated by the City, helicopter removal of merchantable portions of trees per City's specifications, delivery to a designated scaling and milling site, and associated tasks and specifications as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Contractor expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. The goods and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be collectively referred to as "Work."

1.2 Insurance carried by Contractor under this Contract shall be the primary coverage and non-contributory with any other insurance and self-insurance, and the Owner's insurance is excess and solely for damages or losses for which the Owner is responsible. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

1.2.1 Contractor shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work received hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury and Property Damage from commencement of the Contract term to completion: \$2,000,000. Per Occurrence Limit for multiple claimants from commencement of the Contract term to completion: \$5,000,000. Property Damage: Per Occurrence Limit for any single claimant from commencement of the Contract term to completion: \$2,000,000. Per Occurrence Limit for multiple claimants from commencement of the Contract term to completion: \$5,000,000.

1.2.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The

Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

1.2.3 Logging and Lumbering Endorsement (Logger's Broad-Form): During the term of this Contract, Contractor shall obtain at Contractor's expense and keep in effect, Logging and Lumbering Endorsement (Logger's Broad-Form B) in the amount of \$1,000,000.

1.2.4 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, non- owned and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than the amounts listed in the following schedules: Bodily Injury/Death Per Occurrence Limit for any single claimant From commencement of the Contract term to completion: \$1,600,000. Per Occurrence Limit for multiple claimants from commencement of the Contract term to completion: \$5,000,000. Property Damage: Per Occurrence Limit for any single claimant from commencement of the Contract term to completion: \$1,000,000. Per Occurrence Limit for multiple claimants from commencement of the Contract term to completion: \$500,000.

1.2.5 Aircraft Liability Aviation Coverage: During the term of this Contract, Contractor shall obtain at Contractor's expense and keep in effect, Aircraft Liability Aviation insurance on an all-risk form and with coverages including crew and passengers shall not be less than \$10,000,000.

1.2.6 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "the City of Ashland, Oregon, its officers, agents and employees" with respect to claims arising out of the provision of Work under this Agreement;
- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
- Contractor shall immediately notify the City of any change in insurance coverage.
- Contractor shall supply an endorsement naming the City, its officers, employees and agents as additional insureds by the Effective Date of this Agreement; and
- Be evidenced by a certificate or certificates of such insurance approved by the City.

1.3 Contractor agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Contractor agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

1.4 In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

1.5 **Living Wage Requirements:** If the amount of this Agreement is \$25,335.05 or more, Contractor is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Contractor is also required to post the notice attached hereto as "Exhibit A" predominantly in areas where it will be seen by all employees.

2. CITY'S OBLIGATIONS

2.1 City shall pay Contractor the sum of up to \$1,400,000 (one million four hundred thousand dollars) as provided herein as full compensation for the Work as specified in the SUPPORTING DOCUMENTS.

2.2 In no event shall Contractor's total of all compensation and reimbursement under this Agreement exceed the sum of \$1,400,000 without express, written approval from the City official whose signature appears below, or such official's successor in office. Contractor expressly acknowledges that no other person has authority to order or authorize additional Work which would cause this maximum sum to be exceeded and that any authorization from the responsible official must be in writing. Contractor further acknowledges that any Work delivered or expenses incurred without authorization as provided herein is done at Contractor's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

3.1 This is a non-exclusive Agreement. City is not obligated to procure any specific amount of Work from Contractor and is free to procure similar types of goods and services from other Contractors in its sole discretion.

3.2 Contractor is an independent contractor and not an employee or agent of the City for any purpose.

3.3 Contractor is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.

3.4 Contractor shall not assign this Agreement or subcontract any portion of the Work to be provided hereunder without the prior written consent of the City. Any attempted assignment or subcontract without written consent of the 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 the City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and the City.

3.5 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.

3.6 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.

3.7 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.

- 3.8 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 3.9 Contractor shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Agreement.
- 3.10 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 3.11 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Contractor and the City set forth in this Agreement.
- 3.12 Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges for the Goods. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods by the City. Contractor remains liable for latent defects, fraud, and warranties.
- 3.13 The City may inspect and test the Goods. The City may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, the City may reject the Goods and cancel this Agreement in whole or in part. This paragraph does not affect or limit the City's rights, including its rights under the Uniform Commercial Code, ORS Chapter 72 (UCC).
- 3.14 Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with SUPPORTING DOCUMENTS and be free from defects in labor, material and manufacture. Contractor shall transfer all warranties to the City.

4. SUPPORTING DOCUMENTS

- 4.1 The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"
- CITY OF ASHLAND 2024 ADAPTATION PROJECT SPECIFICATIONS
 - Project Area Map
 - The Contractor's complete written Proposal and Bid dated March 2, 2024
- 4.2 This Agreement and the SUPPORTING DOCUMENTS shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the SUPPORTING DOCUMENTS. In the event of conflict between provisions of two of the

SUPPORTING DOCUMENTS, the several supporting documents shall be given precedence in the order listed in Article 4.1.

5. REMEDIES

- 5.1 In the event Contractor is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
- 5.1.1 Termination of this Agreement;
 - 5.1.2 Withholding all monies due for the Work that Contractor has failed to deliver within any scheduled completion dates or any Work that have been delivered inadequately or defectively;
 - 5.1.3 Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
 - 5.1.4 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 5.2 In no event shall City be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due, Contractor shall pay immediately any excess to City upon written demand provided.

6. TERM AND TERMINATION

- 6.1 Term
- This Agreement shall be effective from the date of execution on behalf of the City as set forth below (the "Effective Date"), and shall continue in full force and effect until June 30th, 2024, unless sooner terminated as provided in Subsection 6.2.
- 6.2 Termination
- 6.2.1 The City and Contractor may terminate this Agreement by mutual agreement at any time.
 - 6.2.2 The City may, upon not less than thirty (30) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.
 - 6.2.3 Either party may terminate this Agreement, with cause, by not less than fourteen (14) days' prior written notice if the cause is not cured within that fourteen (14) day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

7. NOTICE

Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the address set forth below:

If to the City:

City of Ashland – Fire and Rescue Department
Attn: Chris Chambers
455 Siskiyou Boulevard
Ashland, Oregon 97520
Phone: (541) 482-2770

With a copy to:

City of Ashland – Legal Department
20 E. Main Street

Ashland, Oregon 97520
Phone: (541) 488-5350

If to Contractor:

Brian Jorgenson
1926 INDUSTRIAL DR SANDPOINT, ID 83864
(208) 263-5987
brian@timberlinehelicopters.com

8. WAIVER OF BREACH

One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

9. CONTRACTOR'S COMPLIANCE WITH TAX LAWS

9.1 Contractor represents and warrants to the City that:

9.1.1 Contractor shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Contractor; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.1.2 Contractor further certifies that contractor is not in violation of any Oregon tax laws referenced in ORS 305.380(4).

9.2 Contractor's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Contractor's warranty, as set forth in this Article 9, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF ASHLAND:

By: _____
Sabrina Cotta, Interim City Manager

Printed Name

Date

Timberline Logging Enterprises, LLC (CONTRACTOR):

By: _____
Signature

Printed Name

Title

Date

Purchase Order No. _____

(**W-9** is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

City Attorney

Date

EXHIBIT A

CITY OF ASHLAND, OREGON

City of Ashland LIVING WAGE

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



\$18.12 per hour, effective June 30, 2023.

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 \$25,335.05 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 the 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 over \$25,335.05;

- 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 employee's amount of wages.

- **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 Manager's office at 541-488-6002 or write to the City Manager, 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 in areas where it can be seen by all employees.

**CITY OF
ASHLAND**

Memo

DATE: March 13, 2024

TO: City Council

FROM: Chris Chambers, Forestry Officer/Ashland Fire & Rescue

RE: Timberline Logging Enterprises, LLC Special Procurement

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: Neither Ashland Fire & Rescue nor the City of Ashland has the equipment (helicopter, specialized logging machinery), expertise (pilots, logging machine operators) or experience in helicopter logging to accomplish the needed work and objectives that have been outlined for the Ashland Forestland Climate Adaptation Phase 1 project. Contracting to an appropriate private entity is the only option for the City to field this critical project in the interest of public safety.





208.263.5987 | 1926 INDUSTRIAL DRIVE, SANDPOINT, ID 83864
WWW.TIMBERLINEHELICOPTERS.COM

HELICOPTER QUOTE

CUSTOMER
City of Ashland
Attn: Chris Chambers
(541)890-8816
chris.chambers@ashland.or.us

DATE	3/2/2024
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JOB NAME	QUOTE #	VALID UNTIL	PAYMENT TERMS
Ashland Watershed Project	24-1006	6/30/23	Net 30

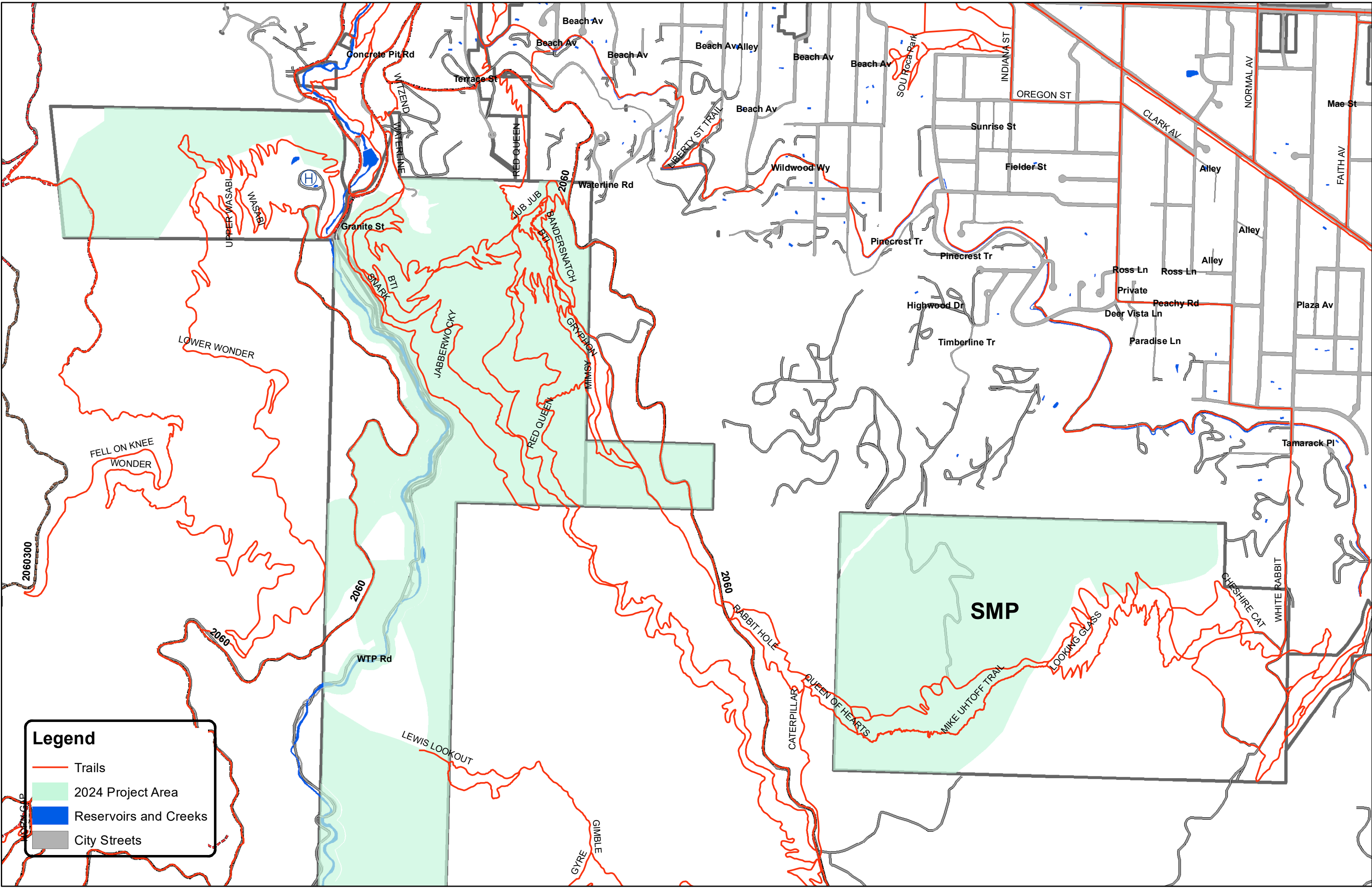
DESCRIPTION	PRICE
Kaman K-Max Helicopter – Per Flight Hour	\$4,800
Timber Faller – Price Per Hour Each	\$175
Trucking – Price Per Hour	\$165

ADDITIONAL TERMS AND CONDITIONS
Estimated 120 truck loads to cut and fly. Estimate of 180-200 flight hours \$864,000-\$960,000 Estimate of 200-240 man hours to cut \$35,000-\$42,000 Trucking cost estimate cannot be given until mill destination is in place. Note: This project may require flying over powerlines. Timberline will not be responsible for any damage that may occur during operations.

Customer Signature _____

Date _____

If you have any questions or concerns, please contact.
Brian Jorgenson, (208)-691-3123, brian@timberlinehelicopters.com,
Damon Petracci, (503)-991-6641, damon@timberlinehelicopters.com, or
Tami Hutchison, (208)-597-2203, tami@timberlinehelicopters.com
Thank you for considering Timberline Helicopters for your helicopter lift needs!



Legend

Trails

2024 Project Area

Reservoirs and Creeks

City Streets

**SPECIAL PROCUREMENT
REQUEST FOR APPROVAL**

To: City Council, Local Contract Review Board

From: Chris Chambers, Fire Department

Date: March 12, 2024

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, Forestry Officer
3. **Type of Request:** Class Special Procurement X Contract-specific Special Procurement
4. **Time Period Requested:** From 03/19/24 To: 6/30/2024
5. **Total Estimated Cost:** Not to exceed \$1,400,000
6. **Short title of the Procurement:** Ashland Forestlands Climate Adaptation Project

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

The services will include tree cutting, helicopter yarding, log processing, and delivery to a local mill.

Background and Proposed Contracting Procedure:

In June and July of 2023, over 5,000 trees died on municipal forestland in the span of two months in what scientists have called a decline spiral. An ariel survey in July confirmed the extent and severity of the dead and dying trees on City-owned forests. Local experts in entomology predict this trend will continue. This unforeseen and ongoing mortality event poses a threat to the community in the rapid escalation of fire danger to the community and infrastructure, hazards posed by dead trees along trails and roads, and risk to firefighters in the event of a wildfire.

Without fast action, the community and municipal watershed will experience undue risk of a damaging wildfire to critical infrastructure such as the water treatment plant, homes, and the ecosystem. Prompt execution of this contract is needed to reduce the escalating risk of wildfire loss posed by ongoing tree mortality, avoid the loss of tree value such that a future project of this scale would not be financially viable, and avoid the loss of a currently available contractor when the City has an urgent need.

Timberline Logging Enterprises, LLC has agreed, via written proposal, to provide the City with needed helicopter-based forestry services using a model of helicopter (Kamann K-Max) that was used previously on City forestlands in 2004 and in the Ashland Forest Resiliency Project from 2015 to 2017.

A Special Procurement award is proposed to take advantage of Timberline's availability during a short timeline when standard contracting procedures would not have been achievable, unique capabilities, and Timberline's past experience working in the Ashland Watershed.

Background:

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

Due to the extremely sensitive nature of this current project, Timberline Logging Enterprises is uniquely suited to fill the City's need with equipment appropriate for working on this project. The Kamann K-Max helicopter has both the required lift capacity for this job and more importantly, an acceptably low noise signature that will allow it to work adjacent to neighborhoods. Timberline is the only company in the regional market with this type of aircraft, much less the availability to do this work on a short timeline. Timberline was also a trusted contractor during implementation of the Ashland Forest Resiliency Stewardship Project, working with the City and partners to accomplish ecological objectives while minimizing damage to soils and residual trees.

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:

Regionally, there are no like contractors with the type of machinery needed for working in proximity to homes, and importantly, not in the timeframe required by the City to achieve this project by the beginning of the 2024 summer fire season.

(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:

1. A catastrophic wildfire would cost the City and community tens of millions of dollars in suppression, property loss, and infrastructure damage, and time is of the essence to remove thousands of dead and dying trees before summer fire season begins.
2. Compared to similar fuels reduction project costs, this project on a per-acre basis will cost less in the short and long-term than other options.
3. Timberline can work with the City under a short timeline that takes advantage of existing log value that will significantly underwrite the City's project. If not executed now, the log value will degrade and be lost to insect and rot damage, costing the City an estimated \$400,000 more to do the same project in the fall.

(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:

Timberline has specific experience with the City of Ashland and our local forests along with specific equipment uniquely suited to perform a complicated, sensitive project on the edge of our community. Further, their availability is critical to the timing of Ashland's need given the ongoing die-off of trees. Timberline, based in northern Idaho, is working in the adjacent Applegate Watershed and can move to Ashland quickly and with low move-in costs.

(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 – *March 19th, 2024*

PUBLIC NOTICE
Approval of a Special Procurement

First date of publication: *March 19th, 2024*

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 *March 19th, 2024*.

This Special Procurement is a “Contract- specific Special Procurement”. The proposed contracting procedure is direct award to Timberline Logging Enterprises, LLC for site specific forestry work on land owned by the citizens of Ashland. Timberline has direct experience in the Ashland Watershed and has availability to fulfill the City’s urgent need to reduce fire danger through tree cutting, yarding, and hauling that will result in cost savings.

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 10:00pm on *March 25th, 2024*.

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.