

<b>Federal Grant Name: Ashland Firewise and Community Biomass Fuel Reduction</b>	
<b>Federal Grant Number: 12-DG-11062764-027</b>	<b>Termination Date: 12/31/2014</b>
<b>ODF Project Number: 449990-11</b>	<b>Project Award: \$75,000</b>

**Grant Contract Agreement Between**  
**OREGON DEPARTMENT OF FORESTRY**  
**And**  
**CITY OF ASHLAND, FIRE & RESCUE**  
**Ashland Firewise and Community Biomass Fuel Reduction**

This contract is entered into between the State of Oregon acting by and through the Oregon Department of Forestry (Grantee, hereinafter referred to as "ODF"), and City of Ashland, Fire & Rescue, (Sub-Grantee). In accordance with the terms and conditions of this contract, ODF shall sub-Grant to City of Ashland, Fire & Rescue a maximum sum of **\$75,000** for the purpose of providing the City of Ashland Fire and Rescue with funding to assist property owners in completing fuels removal projects that are in accordance with their Firewise assessment mitigation plans using funds provided through the U.S.D.A. Forest Service. This contract is contingent upon the availability of Federal funds. The parties agree and acknowledge that their relationship is that of independent contracting parties and that Sub-Grantee is neither an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

This contract, including Exhibits A-C, constitutes the entire contract between the parties. The failure of a party to enforce a provision of this contract does not constitute a waiver by that party of that or any other provision. A copy of the Project Plan is hereby considered to be a part of this contract (Exhibit A).

**STATEMENT OF WORK**

Sub-Grantee shall perform the work as set forth in the Project Plan (Exhibit A) in accordance with the terms and conditions of this contract.

**SECTION 1: TERMS AND CONDITIONS**

- 1.1. **General Assurances.** Sub-Grantee shall comply with all applicable Federal, State, and local laws, and all regulations, policies, standards, and guidelines provided in, but not limited to: OMB Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations"; 2 CFR part 215; OMB Circular A-87, entitled "Cost Principles for State, Local and Indian Tribal Governments"; OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; OMB Federal Register Notice; Forest Service Award Provisions; Oregon Revised Statutes (Chapter 477, Fire Protection of Forests and Vegetation) <http://www.leg.state.or.us/ors/477.html> and associated administrative rules (OAR Chapter 629, Division 43) [http://arcweb.sos.state.or.us/rules/OARS\\_600/OAR\\_629/629\\_043.html](http://arcweb.sos.state.or.us/rules/OARS_600/OAR_629/629_043.html); the Oregon Forest Practices Act (ORS 527) <http://www.leg.state.or.us/ors/527.html>; and, administrative rules (OAR 629, Divisions 600-680) [http://arcweb.sos.state.or.us/rules/OARS\\_600/OAR\\_629/629\\_tofc.html](http://arcweb.sos.state.or.us/rules/OARS_600/OAR_629/629_tofc.html). Copies of OMB circulars may be found at: <http://www.whitehouse.gov/omb/circulars/index.html>.
- 1.2. **Impermissible Uses.** Grant funds are not available to retire any debt, supplant or replace funds or other resources that would otherwise have been made available for the Project, to construct new buildings or remodel existing facilities, to purchase land, to purchase buildings, to provide or support for activity outside the scope or timeframe of the project, or

to cover any costs incurred prior to the effective date of this contract or after termination of this contract.

- 1.3. **Term of Contract.** This Contract is effective on the date it has been signed by all parties and all required State of Oregon approvals have been obtained, and shall continue in full force until **3/31/2014**, unless extended by written contract of all parties or terminated per the following contract provisions.
  - 1.3.1. **Inadequate or Non-performance.** ODF reserves the right to terminate this grant award for inadequate or non-performance of the Project Plan, and Sub-Grantee agrees to return any grant funds in the event the terms, conditions, or certifications of this contract are not met to the satisfaction of ODF.
    - 1.3.1.1. Inadequate performance is defined as problems in the administration or delivery of accomplishments. ODF shall provide written notice to Sub-Grantee describing the performance deficiency. ODF may provide Sub-Grantee with a time period for corrective action not to exceed ninety (90) calendar days from the date of effective notice.
    - 1.3.1.2. Non-performance is described as specific provisions provided in the contract, Federal regulations, and State regulations (particularly the Forest Practices Act) governing this contract. ODF shall provide Sub-Grantee with a time period for corrective action not to exceed thirty (30) calendar days from the date of effective notice.
  - 1.3.2. **Notice of Termination.** This contract may be terminated by either party, or performance suspended by either party, with thirty (30) calendar days' advance notice in writing under the following conditions:
    - 1.3.2.1. In the event that funds for the continuation of the program become, for any reason, unavailable or so substantially curtailed as to make continued performance an unreasonable burden upon either party.
    - 1.3.2.2. In the event that Sub-Grantee determines that the grant activities herein contemplated are no longer appropriate services to be provided by the Sub-Grantee organization.
  - 1.3.3. **Responsibilities after Termination.** Termination of this contract shall not affect the Sub-Grantee obligations under this contract or ODF's right to enforce this contract in accordance with its terms. Specifically, termination of this contract shall not affect the Sub-Grantee representations and warranties, reporting obligations, indemnification obligations, obligations regarding use of the grant funds, record-keeping, audit, access and confidentiality obligations, obligations to comply with applicable federal requirements, or the ODF's right to recover from Sub-Grantee grant funds actually received by Sub-Grantee. In addition, termination of this contract shall not affect ODF's obligation to reimburse Sub-Grantee, or Sub-Grantee's right to obtain reimbursement from ODF, in accordance with Section 1.6 of this contract, for all actual allowable costs necessarily incurred by Sub-Grantee, during the period commencing on the effective date of this contract and ending on the termination date of this contract.
- 1.4. **Fiscal Accountability, Financial Records, and Records Retention.** Unless applicable federal law requires Sub-Grantee to utilize a different accounting system, Sub-Grantee shall create and maintain all fiscal records in accordance with generally accepted accounting principles and in sufficient detail to permit ODF, the Secretary of State's Office of the State of Oregon, the United States Department of Agriculture Forest Service, and their authorized representatives to verify how grant funds were used.
  - 1.4.1. **Expenditures.** All grant expenditures shall be documented in such a way as to readily identify and distinguish expenditures specific to this contract from other federal or non-federal funding sources.
  - 1.4.2. **Funds Received.** Sub-Grantee shall assume liability for all funds received pursuant to this

contract and shall assume responsibility for repayment to ODF of any expenditures not authorized by the contract.

- 1.4.3. **Documentation.** Sub-Grantee shall retain all documents (whether in electronic or hard copy form) relevant to the contract (fiscal, program, and administrative) for a period of at least seven (7) years from the date of termination of the contract.
- 1.5. **Audits.** Sub-Grantee will comply with requirements and standards under OMB Circular A-133. In the event that Sub-Grantee expends \$500,000 or more per year in federal funds, an audit pursuant to this circular is required.
  - 1.5.1. **Qualify for OMB Circular A-133 Audit.** If Sub-Grantee qualifies for an OMB Circular A-133 audit, Sub-Grantee shall notify ODF in writing of such qualification promptly after Sub-Grantee determines that it so qualifies. Sub-Grantee shall report the grant funds received hereunder as pass-through funds on Sub-Grantee Schedule of Expenditures of Federal Grants, and promptly after completion of the audit shall furnish ODF with a written copy of all audit findings applicable to Sub-Grantee project or notify ODF in writing that the audit resulted in no findings applicable to Sub-Grantee project. Sub-Grantee shall assist in all compliance audits of Sub-Grantee's project conducted by ODF, the Secretary of State Office of the State of Oregon, the United States Department of Agriculture Forest Service, or their duly authorized representatives.
  - 1.5.2. **Record Availability.** At any time during normal business hours, all records including landowner participant, program, and financial records pertaining to this contract, shall be available and accessible to the ODF or any of their duly authorized representatives for the purpose of audit, monitoring, or examination.
  - 1.5.3. **Record Retention.** If there are unresolved audit questions at the end of the seven-year period, Sub-Grantee shall retain the records until Sub-Grantee receives notice from ODF that the audit questions have been resolved.
- 1.6. **Basis of Payment.** This is a reimbursable grant program. Sub-Grantee must complete or make progress on the Project Plan before grant funds will be disbursed. Grant funds are made on a reimbursable basis, after the Sub-Grantee has completed Project Plan work on the project. Sub-Grantee may request disbursement of the grant funds for up to a three month period, but no more than once per month, using the Request for Reimbursement, Financial and Accomplishment Report form (Exhibit B).
  - 1.6.1. **Funds Disbursement.** As described in more detail in Exhibit A, ODF shall disburse grant funds within forty-five (45) calendar days of receiving a properly completed, including, but not limited to, being true and accurate Request for Reimbursement, Financial and Accomplishment Report form from Sub-Grantee. The invoice shall also include the number of acres accomplished, the project targets, the number of workers, and the total number of hours invoiced.
  - 1.6.2. **Recovery of Grant Funds.** In the event of Sub-Grantee's default hereunder and in addition to any other remedies that may be available to ODF, ODF may demand repayment of any or all of the grant funds previously disbursed to Sub-Grantee hereunder and Sub-Grantee shall repay such sums to ODF upon ODF's demand.
- 1.7. **Amendments.** Amendments to this Contract, including, but not limited to the following types of changes, shall require a written Amendment between Sub-Grantee and ODF.
  - 1.7.1. **Significant Change.** A significant change, as determined by ODF, in program content or scope of work as described in the attached (Exhibit A) project application materials.
  - 1.7.2. **Contract Provisions.** A change in any of the provisions of this contract.
  - 1.7.3. **Term of Contract.** A change in the Term of the contract (as outlined in section 1.3) to extend the time period of the contract.

- 1.8. **Reporting Requirements.** Request for Reimbursement, Financial and Accomplishment Report (Exhibit B) will be submitted to the Field Project Coordinator at the ODF Medford office.
- 1.9. **Program Income.** Except as provided herein, Sub-Grantee may not collect cash associated with activities carried out under this grant. If, for any reason, program income is anticipated, Sub-Grantee shall provide ODF with a written description of such resource. Prior approval by ODF and Federal representatives will be required before any source of program income can be collected. Examples of possible program income include commercial timber sales and biomass utilization revenues.
- 1.10. **Terms of Contract.** Sub-Grantee is subject to the terms of that certain contract between ODF and the United States Forest Service, attached hereto as Exhibit C.

## SECTION 2: PROGRAM IMPLEMENTATION GUIDANCE

- 2.1. **Project Site Inspection.** Sub-Grantee agrees to allow the ODF the right to periodic inspection, without notice to Sub-Grantee, of the proposed project site.
- 2.2. **Publications.** In addition to the requirement in Section 5.16, any product, publication, and/or publicity must list the ODF and the USDA Forest Service as grant sponsors and/or financial contributors to the project. ODF will receive, from Sub-Grantee, two (2) copies of any publication or report arising from the use of these grant funds.
- 2.3. **Forest Practices Act Compliance.** All treatment areas are considered forest operations and must comply with the Oregon Forest Practices Act of 1971 rules and the Oregon Revised Statutes (Chapter 477, Fire Protection of Forests and Vegetation). These rules apply to timber harvesting, reforestation, road construction and repair, slash disposal (treetops, branches, brush, and tree limbs), chemical use and stream, and lake and wetland protection. Sensitive resource sites, such as bird nesting and roosting locations, and threatened and endangered species sites are also protected under the rules. Sub-Grantee must notify ODF of any forest activity at least fifteen (15) calendar days before beginning such activity by completing a Notification of Operations form at the Medford ODF office.
- 2.4. **Suspension and Debarment.** Sub-Grantee certifies pursuant to 31 CFR Part 19 that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this grant contract by any federal department or agency. Contractor(s) refers to those contracted by Sub-Grantee to conduct the work in the grant.
- 2.5. **Confidentiality.** Subject to Section 2.5.2, each party shall use reasonable efforts to maintain the confidentiality of any Confidential Information received from the other party and shall not use such Confidential Information except in performing its obligations pursuant to this Contract. For purposes of Section 2.5, "Confidential Information" means information marked or designated in writing by either party as "confidential" prior to initial disclosure.
  - 2.5.1. **Exceptions.** The confidentiality obligations imposed by Section 2.5 do not apply to: (a) information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation by ODF; (b) information subsequently and rightfully received from third parties who have the necessary rights to transfer the information without any obligation of confidentiality; (c) information that was known to ODF prior to the Effective Date without obligation of confidentiality; (d) information that is independently developed by ODF and documented in writing without use of, or reference to, any Confidential Information of the other party; or (e) information required to be disclosed by compulsory judicial or administrative process or by law or regulation; provided that if either party is required to disclose Confidential Information under clause

(e), that party shall first give the other party notice and shall provide such information as may reasonably be necessary to enable the other party to take action to protect its interests.

- 2.5.2. **Public Records.** ODF may disclose Confidential Information to the extent disclosure is required by the Oregon Public Records Law (ORS 192.410 to 192.505). If ODF receives from a third party any request under the Oregon Public Records Law for the disclosure of Sub-Grantee Confidential Information, ODF shall notify Sub-Grantee within a reasonable period of time of the request. Sub-Grantee is exclusively responsible for defending Sub-Grantee's position concerning the confidentiality of the requested information. ODF is not required to assist Sub-Grantee in opposing disclosure of Confidential Information.

### **SECTION 3: GENERAL PROVISIONS**

- 3.1 **Force Majeure.** No party shall be held responsible for delay or default caused by fire, civil unrest, natural causes, and war that is beyond that party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.
- 3.2 **Indemnification.** Sub-Grantee assumes all responsibility for compliance with the regulations and guidelines and agrees to defend or cause to be defended and to indemnify and hold harmless (subject to any limitation imposed by ORS chapter 180 and ORS 30.260 to 30.300 (Oregon Tort claims Act) the State of Oregon, the Oregon Board of Forestry, the State Forester, and the Oregon Department of Forestry, its officers, agents, employees, and members against any and all claims, suits, liens, damages, or causes of action for damages of any nature resulting from or arising out of the project activities of Sub-Grantee, its contractors, subcontractors, agents, or employees under the activities of this contract.
- 3.3 **Sub-Grantee's Sole Liability.** Sub-Grantee, pursuant to this agreement with the State of Oregon, shall assume sole liability for Sub-Grantee's breach of the conditions of the grant, and shall, upon Sub-Grantee's breach of grant conditions that causes or requires the State of Oregon to return funds to the grantor, hold harmless and indemnify the State of Oregon for an amount equal to the funds which the State of Oregon is required to pay to Sub-Grantee.

### **SECTION 4: CONTACTS**

- 4.1 **ODF Field Representative.** Matt Krunglevich, Field Project Coordinator (541-664-3328)  
Address: 5286 Table Rock Rd, Central Point, OR 97502
- Contact for implementation activities and questions.
  - Receives reporting documentation and payment requests for review and approval.
  - Assistance with meeting requirements of the Oregon Forest Practices Act.
  - Assistance with questions related to tax reporting requirements.
  - On-site monitoring and visitations.
  - Initial and final site assessment for NFPORS reporting on Fire Classification percentages and levels.
- 4.2 **ODF Contract Monitoring and Management.** Norm Miller, Salem Grant Coordinator (503-945-7419)  
Address: 2600 State Street, Salem, OR 97310
- Technical assistance on contract provisions

- Receives reports and payments requests from ODF Southwest Oregon District for reporting compilation and payment processing

4.3 **Sub-Grantee Representative**. John Karns, Fire Chief (541-482-2770);

Alternate: Ali True (541-482-2770).

Address: Ashland Fire Department, 455 Siskiyou Blvd., Ashland, OR 97520

**SIGNATURES**

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree. IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed as of the dates set forth with their respective signatures.

**OREGON STATE DEPARTMENT OF FORESTRY:**

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**Norman Miller**  
**Partnership Development Program Director**

**Date**

City of Ashland, Fire & Rescue is a public organization duly organized and validly existing under the laws of the State of Oregon. Sub-Grantee has full power, authority and legal right to make this contract and incur and perform its obligations hereunder.

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**John Karns**  
**City of Ashland, Fire & Rescue**

**Date**

## **Project Plan**

### **Ashland Firewise and Community Biomass Fuel Reduction**

The information below describes the purpose and need for the Ashland Firewise and Community Biomass Fuel Reduction Grant (Grant). The resulting contract is between the Oregon Department of Forestry (ODF) being the Grantee, and the City of Ashland, Fire & Rescue being the Sub-Grantee.

**Scope** The purpose of this project is to provide funding to the Sub-Grantee so that they can expend the funds among recognized Ashland Firewise Communities and individual landowners outside of Firewise communities for the purpose of creating defensible space around homes. Specifically, the Sub-Grantee will provide funding both to individual landowners within and outside of Firewise Communities and to the Firewise Community groups to remove hazardous vegetative material from home ignition zones and common areas so that they are in accordance with the Firewise assessment mitigation plans. Each individual landowner may apply for a maximum of \$500 to be reimbursed once the work is completed by the contractor of their choice or by themselves and approved by the Firewise Coordinator and Firewise Community groups will be eligible for an amount between \$1500 and \$2500, depending on size of community, also reimbursed after the work has been completed and approved. Sub-grantee administrative and supply costs associated with this grant are eligible for reimbursement in the project award.

The benefits of the project are that it will:

- Support Firewise Communities programs throughout Ashland, strengthening ownership in fire mitigation and helping to disseminate the education and prevention message to a wider audience.
- Allow for individual neighborhood solutions to hazard reduction with options for onsite chipping, drop-off points, or scheduled pick-ups with the details and arrangements made by the neighborhoods utilizing the services.
- Provide the opportunity to gain experience and collect data to determine the best, most cost-effective solutions for future fuels removal projects.
- Distribute funds among recognized Ashland Firewise Communities, providing geographical relevance for the Firewise Community Protection Achievement certification.
- Support the creation of defensible space around Ashland homes, removing hazardous vegetation to prevent the spread of wildfire within the City of Ashland.

The objectives are to:

1. Complete National Fire Plan Operations and Reporting System forms for the Grant to record types of treatments and acres treated.
2. Deliver a report to the CWPP Fuels Committee on the types of solutions used by each Neighborhood and their effectiveness to be used as a resource for future fuels removal projects through Firewise Communities.

### **Targets.**

The Ashland Fire & Rescue Firewise Coordinator plans to perform Firewise evaluations and reduce hazardous fuels around approximately 100 individual landowner homes and within up to 15 Ashland Firewise Communities groups.



## **Statement of Work.**

The Sub-Grantee will provide funds to each Firewise Community and some individual landowners outside a Firewise Community to reimburse landowners or the Community group to remove, chip and/or transport excess forest residual material that is considered a fire hazard within home ignition zones and common areas. The Sub-Grantee will ensure that all vegetation removal plans are in accordance with the approved Firewise Action Plan on file. The Sub-Grantee will also provide free wildfire assessments for individual property owners to remove fire-prone vegetation according to the assessment, encouraging residents who do not live within a recognized Firewise Community to also create defensible space and reduce fire spread within the City of Ashland. The Sub-Grantee will review the completed projects and approve payment and subsequently request reimbursement from the Grantee.

The biomass collected from project sites will be transported to a collection site to be used for parks material or compost. Material will not be either sold or burned.

**Treatment Specifications.** The treatments will be done in accordance with the Firewise home assessment procedures for individual landowners and Firewise assessment mitigation plans for each neighborhood.

## **Responsibilities**

The ODF and Sub-Grantee duties as it pertains to this contract are described below. Methods are subject to change in order to satisfy requirements of this Grant's reporting, or to accommodate developing Sub-Grantee or ODF methodologies.

### **City of Ashland Fire & Rescue Responsibilities:**

1. Sub-Grantee will solicit landowner and Community group participation in a Firewise inspection and accept applications for treatments to achieve the objective of hazardous fuels reduction.
2. Sub-Grantee will approve applications, estimate the acreage to be treated, set the rate of reimbursement, and monitor for compliance with treatment specifications.
3. Sub-Grantee will reimburse the landowners the agreed upon reimbursement rate.
4. **Billing Packet.** Sub-Grantee will prepare a billing packet for completed units to be submitted to the ODF Field Representative for payment through the grant. Sub-Grantee may submit a billing packet each calendar month or at least each calendar quarter.

The packet will include:

- a. A completed Exhibit B - Request for Reimbursement, Financial and Accomplishment Report.
- b. A detailed list of completed Firewise inspections and treatments with the amount reimbursed to each landowner or Community group.
- c. Details of Sub-grantee personnel costs with name, date worked, hours, hourly rate, and total amount paid.
- d. Detail of supply costs – what was purchased and cost.

### **ODF Responsibilities:**

1. ODF may visit site(s) during and after operational periods to monitor work to ensure compliance with this contract and the Oregon Forest Practices Act.
2. ODF field representative will receive the billing packets from Sub-Grantee and review them for proper content.
3. When the billing packet is signed by the ODF field representative, the ODF field representative will prepare a cover page illustrating:
  - a. Payment amount
  - b. Homes treated
  - c. Acres treated
  - d. Green tons collected, if known.
4. The ODF field representative will forward the completed billing packet to the Partnership Development Office in Salem for official processing and approval.

REQUEST FOR REIMBURSEMENT, FINANCIAL AND ACCOMPLISHMENT REPORT

<b>ODF Project /Phase #: 449990-11 Ashland Firewise and Community Biomass Fuel Reduction</b>	
<b>Sub-Grantee Name:</b> City of Ashland Fire & Rescue	
<b>Address:</b> 455 Siskiyou Blvd., Ashland, OR 97520	
<b>Phone Number:</b> 541-482-2770	
<b>TIN Number</b>	<b>DUNS Number:</b>
<b>Reporting Period:</b>	
<b>Sub-Grantee Signature:</b>	
<b>Date Submitted:</b>	
<b>FINANCIAL REIMBURSEMENT</b>	(report grant costs only)
	Personnel/Labor
	Supplies
	Contractual Services
TOTAL	
<b>A) ACCOMPLISHMENT</b>	
Number of acres treated	
Community Affected	
<b>B) NFPORS REPORT</b>	
<b>BRUSH SHRUB CONTROL</b>	
3-A Brush Control/Release- Chemical	
1-A Brush Control -Chipping	
1-E Brush Control/Release –Mowing/ Mastication	
<b>PILING</b>	
1-C Hand Piling-Including Pullback	
1-F Machine Piling	
<b>SLASH TREATMENT</b>	
2-A Burn-Broadcast	
2-C Burn –Piles- Hand	
2-E Burn Piles-Piles- Machine	
1-A Chipping	
1-D Lop or Cut and Scatter	
1-E Mastication-Slashbuster	
1-G Biomass Removal- Acres	
<b>PRUNING</b>	
1-H Pruning	
<b>THINNING</b>	
1-H Thinning- Manual/Hand or Mechanical	
1-H Thinning- Slashbuster	
Field Project Coordinator	Date
Federal Grant Coordinator	Date

Revised 7/2010

Insert: Contract between ODF and the United States Forest Service