

# Council Business Meeting

September 17<sup>th</sup>, 2019

<b>Agenda Item</b>	Special Procurement Request for Approval for Contract to Lomakatsi Restoration Project Under Oregon Watershed Enhancement Board Grant	
<b>From</b>	Chris Chambers	Wildfire Division Chief
<b>Contact</b>	<a href="mailto:Chris.chambers@ashland.or.us">Chris.chambers@ashland.or.us</a> ; (541) 552-2066	

## **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 AFR's project footprint from federal land in the Ashland Watershed to adjacent private and City lands, while allowing funds for continued AFR federal land work. 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. This request follows two previous biennium requests for similar Special Procurement awards to Lomakatsi Restoration Project.

## **POLICIES, PLANS & GOALS SUPPORTED**

City Council Goals and Priorities:

Goal 3: Strengthen partnerships with local organizations around our value services so we can effectively assist with community-wide challenges by leveraging the assets of the City and the knowledge of local people in creating shared solutions.

Value Services Tier 1 (Higher Priority): Address Climate Change

Value Services Tier 2 (Moderate Priority): Reduce Wildfire and Smoke Risk

City Plans:

- Ashland Natural Hazard Mitigation Plan
- Community Wildfire Protection Plan
- 2016 Ashland Forest Plan

## **PREVIOUS COUNCIL ACTION**

Council approved two previous Special Procurement contracts with Lomakatsi to implement Biennium 2015-17 and Biennium 2017-19 grant funding from the State.

Council approved staff's request to apply for this six-year grant program at a 2015 business meeting.

## **BACKGROUND AND ADDITIONAL INFORMATION**

The City Council approved the City's application for the OWEB Focused Implementation Partnership (FIP) in 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 final biennium of funding augments the ongoing AFR project by addressing the threat of wildfire being delivered to the city and/or watershed from non-federal lands and augmenting funding on federal land to complete the first phase of AFR. This marks the third and final award to the City under this six-year program. Lomakatsi has been the AFR project lead on workforce and contracting for fuels reduction and restoration since 2010. For the activities proposed to be implemented under this contract, Lomakatsi has the personnel capacity and contractual standing that warrants a Special Procurement for this contract (see attachments for

justification). Council previously approved two Special Procurement based contracts to Lomakatsi under this same grant program and this is the final biennium of funding from OWEB under this award.

**FISCAL IMPACTS**

Funding for this contract was included in the current Biennium budget. This project is totally externally funded through the State of Oregon using lottery funds. The OWEB Grant award letters are attached, verifying the awards. The City recoups a 4.5 percent administration charge on the majority of this grant, which totals \$59,174.00. This award was leveraged by the City Council’s (approved at May 5, 2015 meeting, and increased during BN 19-21 budget process) dedicated AFR funding of \$350,000 per biennium via the AFR utility surcharge.

**STAFF RECOMMENDATION**

Staff recommends approval of the Special Procurement to Lomakatsi Restoration Project not to exceed \$1,362,537 through March 31, 2022.

**ACTIONS, OPTIONS & POTENTIAL MOTIONS**

I move that the City Council, acting as local contract review board, approve this special procurement contract to Lomakatsi Restoration Project not to exceed \$1,362,537 through March 31, 2022 utilizing Oregon Watershed Enhancement Board grant funding.

**REFERENCES & ATTACHMENTS**

- Attachment 1: Contract for Good and Services
- Attachment 2: Form for Special Procurement, Request for Approval
- Attachment 3: Lomakatsi Restoration Project Work Proposal
- Attachment 4: Determination of Feasibility Memo from Staff
- Attachment 5: OWEB Director’s Award Letters

## GOODS & SERVICES AGREEMENT

### CITY OF ASHLAND

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

PROVIDER: Lomakatsi Restoration Project

PROVIDER'S CONTACT: Aaron Nauth

ADDRESS: P.O. Box 3084, Ashland, Oregon 97520

PHONE: (541) 488-0208

EMAIL: nauth@lomakatsi.org

This Goods and Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and Lomakatsi Restoration Project, a 501(c)(3) non-profit organization. ("hereinafter "Provider"), for implementation of a suite of restorative treatments on approximately 2,235 acres on federal, municipal, and private lands in and around the Ashland watershed. In addition, stakeholder engagement and capacity activities will be provided to support project planning and implementation.

### PROVIDER'S OBLIGATIONS

- 1.1 Provide forest restoration and wildfire fuels reduction as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. In addition, Provider will provide stakeholder engagement and capacity activities to support its Work under this Agreement. Provider 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 Provider 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.
  - 1.2.1 The insurance required in this Article shall include the following coverages:
    - Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage; and
    - Automobile Liability.
  - 1.2.2 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;
  - Provider shall immediately notify the City of any change in insurance coverage
  - Provider 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 All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. As evidence of the insurance required by this Agreement, the Provider shall furnish an acceptable insurance certificate prior to commencing any Work under this Agreement.
- 1.4 Provider 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 Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider 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.
- 1.5 In all solicitations either by competitive bidding or negotiation made by Provider 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 Providers of the Provider's obligations under this Agreement and Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

## **1. CITY'S OBLIGATIONS**

- 1.1 City shall pay Provider the sum of \$1,362,537.00 (one million three hundred and sixty-two thousand, five hundred and thirty-seven dollars) as full compensation for the Work as specified in the SUPPORTING DOCUMENTS.
- 1.2 In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of \$1,362,537.00 (one million three hundred and sixty-two thousand, five hundred and thirty-seven dollars - this is the maximum, not to exceed amount of the entire Agreement) without express, written approval from the City official whose signature appears below, or such official's successor in office. Provider 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. Provider further acknowledges that any Work delivered or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

## **2. GENERAL PROVISIONS**

- 2.1 This is a non-exclusive Agreement. City is not obligated to procure any specific amount of Work from Provider and is free to procure similar types of goods and services from other providers in its sole discretion.
- 2.2 Provider is an independent contractor and not an employee or agent of the City for any purpose.

- 2.3 Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.
- 2.4 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.
- 2.5 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 2.6 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
- 3.7 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.
- 3.8 Provider 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 Provider or its officers, employees, contractors, or agents under this Agreement.
- 3.9 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.
- 3.10 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 Provider and the City set forth in this Agreement.
- 3.11 Deliveries will be F.O.B destination. Provider shall pay all transportation and handling charges for the Goods. Provider is responsible and liable for loss or damage until final inspection and acceptance of the Goods by the City. Provider remains liable for latent defects, fraud, and warranties.
- 3.12 The City may inspect and test the Goods. The City may reject non-conforming Goods and require Provider to correct them without charge or deliver them at a reduced price, as negotiated. If Provider 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).
- 3.13 Provider 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. Provider shall transfer all warranties to the City.

#### **4. SUPPORTING DOCUMENTS**

The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"

- The Oregon Watershed Enhancement Board Focused Implementation Project grant agreements for Capacity, Stakeholder Engagement, and Restoration.
- The Provider's complete written proposal entitled "Special Funding Proposal to City of Ashland" dated September 5, 2019.

#### **5. REMEDIES**

5.1 In the event Provider 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 Provider 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 Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider 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 March 31, 2022, unless sooner terminated as provided in Subsection 6.2.

6.2 Termination

6.2.1 The City and Provider 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 Department  
Attn: Chris Chambers, Wildfire Division Chief  
455 Siskiyou Boulevard  
Ashland, Oregon 97520  
Phone: (541) 552-2066

**With a copy to:**

City of Ashland – Legal Department  
20 E. Main Street  
Ashland, Oregon 97520  
Phone: (541) 488-5350

**If to Provider:**

Lomakatsi Restoration Project  
Attn: Marko Bey, Executive Director  
645 Washington St  
Ashland, OR 97520  
(541) 488-0208

**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. PROVIDER’S COMPLIANCE WITH TAX LAWS**

9.1 Provider represents and warrants to the City that:

9.1.1 Provider 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 Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.1.2 Provider, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied 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 Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.2 Provider’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 Provider’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:**

**LOMAKATSI RESTORATION PROJECT  
(PROVIDER):**

By: \_\_\_\_\_  
City Administrator

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Purchase Order No. \_\_\_\_\_

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Date

**SPECIAL PROCUREMENT  
REQUEST FOR APPROVAL**

**To:** City Council, Local Contract Review Board  
**From:** Chris Chambers, Fire Department  
**Date:** September 17th, 2019  
**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: 9/24/2018            To: 3/31/2022
- 5. **Total Estimated Cost:**         Not to exceed \$1,362,537
- 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 prescribed burning of brush piles.

**7. Background and Proposed Contracting Procedure:**

**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 is now entering the last biennium. Under OWEB FIP, there are five grants each biennium. Lomakatsi was the applicant and recipient of two of the five grants this biennium, for technical assistance and monitoring. The City is the recipient of the largest portion for restoration activities, community engagement, and capacity, which will be carried out through this contract.

**Proposed Contracting Procedure:** Due to the well-established relationship with Lomakatsi in the AFR Project Master Stewardship Agreement, where they have worked in partnership with the City to build and submit multiple funding proposals, we propose to authorize the City directly enter into a contract outside the competitive bidding process using Special Procurement authority.

**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 4,000 acres and counting with funding from the Natural Resources Conservation Service and the U.S. Forest Service. Lomakatsi has already received two of five grants under the OWEB FIP initiative this biennium, 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.

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(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 10,000 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.

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(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](http://www.ashland.or.us) – *September 18th, 2019.*

**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](http://www.lomakatsi.org)

Special Funding Proposal to City of Ashland

Thursday, September 5th, 2019

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

From: Marko Bey, Executive Director, Lomakatsi Restoration Project

RE: Proposal for contracting Oregon Watershed Enhancement Board's (OWEB) Focused Investment Partnership (FIP) **Biennium 3 Grant Awards** for the Ashland Forest All-lands Restoration Initiative (AFARI)

Dear Mr. Chambers;

Please accept the following proposals to conduct the OWEB FIP **Biennium 3 Implementation Grant Award** for AFARI. As part of the total OWEB Biennium 3 proposal of \$1,374,149 — \$1,314,975 was allocated to contract with Lomakatsi to implement a suite of restorative treatments on approximately 2,235 acres on federal and private lands in and around the Ashland watershed. Restoration operations are scheduled to be implemented starting in September, 2019 and ending March 31, 2022.

In addition, please accept the following proposal to conduct the OWEB FIP **Biennium 3 Capacity and Stakeholder Engagement Grant Awards** for AFARI. As part of the total OWEB Biennium 3 proposals of \$171,414 — \$47,562 was allocated to contract with Lomakatsi to provide community engagement and capacity needs to support forest restoration treatments on approximately 2,235 acres on federal and private lands in and around the Ashland watershed. Stakeholder engagement and capacity activities will begin in September 2019 and end March 31, 2022.

Services Performed under the Proposal

1. Participate in regular board meetings, subcommittee meetings, and field reviews as necessary
2. Coordinate with partners to provide timely products and deliverables for community engagement
3. Coordinate on project communications with the public
4. Participate in deliverables outlined in the OWEB FIP grant agreements for Stakeholder Engagement and Technical Assistance Capacity

Special Needs: Lomakatsi will provide separate billing invoices for implementation, stakeholder engagement and capacity activities.

## **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 biennium) 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.

AFAR proposed actions will continue treatments designed to achieve desired landscape and site restoration by strategically thinning overly dense forests in order to restore a more functional balance between open and closed forest in appropriate settings, resulting in fuel conditions, stand composition, and structure that promote characteristic low intensity fire and increased biodiversity. Biennium III proposed work will focus on the need to complete treatments of the Ashland Fire Resiliency (AFR) on US Forest Service administered lands. Currently 6,200 footprint acres have been completed at AFR, and this proposal will allow the FIP to complete over 7,000 acres (of the 7,600 NEPA acres available) while continuing to perform important maintenance treatments and preparing for the application of prescribed understory fire.

### **Summary of AFARI Goals and Objectives**

- Treat greater than 25% 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 reseeded
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](http://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.

# Memo

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DATE: September 5th, 2019

TO: City Council

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

RE: Lomakatsi Restoration Project Contract Special Procurement Determination of Feasibility

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

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

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



OWEB  
DIRECTOR'S AWARD MEMO

To: Meta Loftsgaarden, Executive Director

From: Eric Hartstein, Senior Policy Coordinator

Date: 8/16/2019

Grant Name: Capacity AFARI

Program: Focused Investment Partnership, Ashland Forest All-lands Restoration Initiative

Application/Grant No.: 220-8204-17210

Application Type: Partnership Technical Assistance

Applicant: City of Ashland

OWEB Funding Requested: \$ 74,176

Grant Match (except for FIP, if less than 25% you must have a Rule Waiver and Ex. B language): N/A

Fund Source: Lottery

Grant Award Date: July 1, 2019      Grant End Date: September 30, 2021

Summary Description of Project: The 58,000-acre Ashland Forest All-lands Restoration Initiative is in the eastern Siskiyou Mountains of the Klamath Mountains Eco-region of Southwest Oregon. Decades of landscape-scale fire suppression have greatly increased forest stand density across much of southwestern Oregon. AFARI proposes action to strategically thin forests that have become overly dense and reduce fuels using prescribed fire in order to restore a more natural balance between open and closed forests and reduce potential for high intensity wildfire across the landscape.

Completing the work, which includes controlled burning close to smoke sensitive receptor areas, requires project coordination among the partners. Partners meet weekly to plan communication with the public and review project work for monitoring, implementation and technical assistance. Core project partners include Lomakatsi Restoration Project, City of Ashland, The Nature Conservancy, and the Rogue River-Siskiyou National Forest.

Reviewer Comments and Recommendations: See attached evaluation

Staff Recommendation (from the evaluation):  Fund     Fund with conditions

Director's Award.

By the virtue of the authority vested in the OWEB Executive Director by the Board, I hereby award the grant application as modified in an amount not to exceed \$74,176.

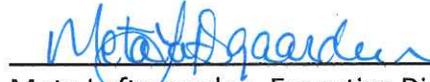
Submitted by:

 8/19/19  
Eric Hartstein, Policy Coord.      Date

Reviewed by:

 8/19/19  
Eric Williams, Grant Prog. Mgr.      Date

Approved by:

 8/20/19 \_\_\_\_\_  
Meta Loftsgaarden, Executive Director      Date

Grant Conditions of Agreement: N/A

Grant Reporting Date(s): N/A

Post-Implementation Status Reporting Period: N/A

Post-Implementation Status Reporting Schedule: N/A

**Focused Investment Partnerships**  
**Ashland Forest All-lands Restoration Initiative**  
**Grant Application Evaluation**

**Project Number:** 220-8204-17210  
**Project Name:** Capacity AFARI  
**Applicant:** City of Ashland  
**Project Type:** Partnership Technical Assistance  
**Request:** \$74,176  
**Recommended:** OWEB Lottery: \$74,176

**Project Summary**

The 58,000-acre Ashland Forest All-lands Restoration Initiative is in the eastern Siskiyou Mountains of the Klamath Mountains Eco-region of Southwest Oregon. Decades of landscape-scale fire suppression have greatly increased forest stand density across much of southwestern Oregon. AFARI proposes action to strategically thin forests that have become overly dense and reduce fuels using prescribed fire in order to restore a more natural balance between open and closed forests and reduce potential for high intensity wildfire across the landscape.

Completing the work, which includes controlled burning close to smoke sensitive receptor areas, requires project coordination among the partners. Partners meet weekly to plan communication with the public and review project work for monitoring, implementation and technical assistance. Core project partners include Lomakatsi Restoration Project, City of Ashland, The Nature Conservancy, and the Rogue River-Siskiyou National Forest.

**Technical Review Team (TRT) Evaluation**

*Application **strengths** identified during review include:*

- The TRT noted that this is the third biennium of a successful FIP initiative, and that this application will support continued partnership efforts to coordinate stakeholder/community engagement and restoration action in the watershed.
- This is a tight-knit partnership, with experienced staff, that has weekly coordination meetings. The partnership is clearly operating at a high level, and these grant funds will support continued operation of the partnership.

*Application **concerns** identified during review include:*

- The application was sparse in certain areas, including the abstract, project schedule, and budget. More information in these areas was requested.

**Concluding Analysis**

The partnership technical assistance project will provide capacity support to a high performing partnership implementing dry-type forest restoration in a critical part of the state.

**TRT Recommendation to Staff:** Fund.

**TRT Recommended Conditions:** None.

**TRT Priority:** N/A

**Staff Follow-Up:** The applicant submitted the first version of this application on July 22, 2019. Staff requested responses to the TRT concerns noted above, following the August 7, 2019 technical review team meeting. The application was revised based on this feedback, and re-submitted on August 12, 2019.

**Staff Recommendation to the OWEB Director:** Fund.

**Special Conditions:** N/A

OWEB  
DIRECTOR'S AWARD MEMO

To: Meta Loftsgaarden, Executive Director

From: Eric Hartstein, Senior Policy Coordinator

Date: 8/16/2019

Grant Name: Stakeholder Engagement AFARI

Program: Focused Investment Partnership, Ashland Forest All-lands Restoration Initiative

Application/Grant No.: 220-8204-17209

Application Type: Stakeholder Engagement

Applicant: City of Ashland

OWEB Funding Requested: \$ 97,238

Grant Match (except for FIP, if less than 25% you must have a Rule Waiver and Ex. B language): N/A

Fund Source: Lottery

Grant Award Date: July 1, 2019      Grant End Date: September 30, 2021

**Summary Description of Project:**

The 58,000-acre Ashland Forest All-lands Restoration Initiative (AFARI) is centered on the decomposed-granite slopes of Ashland Creek watershed in the eastern Siskiyou Mountains.

The AFR federal land project aims to reduce risks of uncharacteristically severe fire in the Ashland Municipal Watershed and critical late successional habitat, NRCS and OWEB funds led to the AFARI expanded footprint on all-lands. Actions include strategically thinning over-dense forests and reducing fuels using prescribed fire to mitigate risks and promote landscape forest resilience by restoring more open-canopy forest habitat. Maintaining a high degree of community support for increased controlled burning and related occasional smoke intrusion is a priority as is engaging private landowners in the use of controlled burning and ecological thinning.

Foster development of engaged citizenry: "direct outreach and community education focused on gaining support for ecological thinning and reintroduction of fire (AFAR results chain)". Outcomes:

1) Private landowners are engaged, educated, and enrolled, 2) Prescribed fire smoke impacts are understood and mitigated by informed public, and 3) Social conditions for using ecological thinning and prescribed fires are improved. Several conduits for receiving public questions and input are created in the process.

Project Partners: City of Ashland, Lomakatsi Restoration Project, The Nature Conservancy and Rogue River-Siskiyou National Forest

Reviewer Comments and Recommendations: See attached evaluation

Staff Recommendation (from the evaluation):  Fund  Fund with conditions

Director's Award.

By the virtue of the authority vested in the OWEB Executive Director by the Board, I hereby award the grant application as modified in an amount not to exceed \$97,238.

Submitted by:

Eric Hartstein 8/19/19  
Eric Hartstein, Policy Coord. Date

Reviewed by:

Eric Williams 8/19/19  
Eric Williams, Grant Prog. Mgr. Date

Approved by:

Meta Loftsgaarden 8/20/19 \_\_\_\_\_  
Meta Loftsgaarden, Executive Director Date

Grant Conditions of Agreement: N/A

Grant Reporting Date(s): N/A

Post-Implementation Status Reporting Period: N/A

Post-Implementation Status Reporting Schedule: N/A

**Focused Investment Partnerships**  
***Ashland Forest All-lands Restoration Initiative***  
**Grant Application Evaluation**

**Project Number:** 220-8204-17209  
**Project Name:** Stakeholder Engagement AFARI  
**Applicant:** City of Ashland  
**Project Type:** Stakeholder Engagement  
**Request:** \$97,238  
**Recommended:** OWEB Lottery: \$97,238

**Project Summary**

The 58,000-acre Ashland Forest All-lands Restoration Initiative (AFARI) is centered on the decomposed-granite slopes of Ashland Creek watershed in the eastern Siskiyou Mountains.

The AFR federal land project aims to reduce risks of uncharacteristically severe fire in the Ashland Municipal Watershed and critical late successional habitat, NRCS and OWEB funds led to the AFARI expanded footprint on all-lands. Actions include strategically thinning over-dense forests and reducing fuels using prescribed fire to mitigate risks and promote landscape forest resilience by restoring more open-canopy forest habitat. Maintaining a high degree of community support for increased controlled burning and related occasional smoke intrusion is a priority as is engaging private landowners in the use of controlled burning and ecological thinning.

Foster development of engaged citizenry: “direct outreach and community education focused on gaining support for ecological thinning and reintroduction of fire (AFAR results chain)”. Outcomes: 1) Private landowners are engaged, educated, and enrolled, 2) Prescribed fire smoke impacts are understood and mitigated by informed public, and 3) Social conditions for using ecological thinning and prescribed fires are improved. Several conduits for receiving public questions and input are created in the process.

Project Partners: City of Ashland, Lomakatsi Restoration Project, The Nature Conservancy and Rogue River-Siskiyou National Forest

**Technical Review Team (TRT) Evaluation**

*Application **strengths** identified during review include:*

- The partnership uses a multi-prong approach to community engagement, with the lead entities chosen based on experience with different audiences.
- The partnership conveys a lot of information through different media, which is displayed in a community engagement plan that accompanied the application.
- The partnership is demonstrating adaptive management in their approach towards community engagement, and presenting data collected through monitoring in an easily understood manner to different audiences.
- Longitudinal studies are ongoing in the community, which will help the partnership gauge support for forest restoration practices.

- The partnership is effectively reaching out to new residents.

*Application concerns identified during review include:*

- While the partnership is doing an excellent job reaching out to different population groups, the TRT wanted to ensure that the partnership continues to investigate methods to address hard-to-reach populations such as the homeless and elderly individuals that may be confined to their homes, as they may be particularly susceptible to the health effects of smoke.
- The budget is overly broad, and requires more detail.

**Concluding Analysis**

This stakeholder engagement proposal supports critical community engagement activities that will alert members of the community when forest restoration work is occurring, provide information on smoke, and continue to build the social license for actions like prescribed fire in the community.

**TRT Recommendation to Staff:** Fund.

**TRT Recommended Conditions:** None.

**TRT Priority:** N/A

**Staff Follow-Up:** The applicant submitted the first version of this application on July 22, 2019. Staff requested responses to the TRT budget concerns noted above, following the August 15, 2019 technical review team meeting. The application was revised based on this feedback, and re-submitted on August 16, 2019.

**Staff Recommendation to the OWEB Director:** Fund.

**Special Conditions:** N/A

OWEB  
DIRECTOR'S AWARD MEMO

To: Meta Loftsgaarden, Executive Director

From: Eric Hartstein, Senior Policy Coordinator

Date: 8/16/2019

Grant Name: Ashland Forest All-lands Restoration-Implementation

Program: Focused Investment Partnership, Ashland Forest All-lands Restoration Initiative

Application/Grant No.: 220-8204-17211

Application Type: Restoration

Applicant: City of Ashland

OWEB Funding Requested: \$ 1,374,149

Grant Match (except for FIP, if less than 25% you must have a Rule Waiver and Ex. B language): N/A

Fund Source: Lottery

Grant Award Date: July 1, 2019      Grant End Date: March 30, 2022

Summary Description of Project:

Project Location:

The 58,000 acre Ashland Forest All-lands Restoration Initiative is located in the eastern Siskiyou Mountains of the Klamath Mountains Ecoregion. Map coordinates for center of the project are: 42.147784 by 122.721501

Project Need:

The purpose is to reduce the risks of avoidable damage from uncharacteristically severe fire in over-dense dry forest and avoid impacts of severe fire to the erosive, steep, decomposed granite slopes in and around the Ashland Watershed.

Proposed Work:

AFAR proposed actions will continue treatments designed to achieve desired landscape and site restoration by strategically thinning overly dense forests in order to restore a more functional balance between open and closed forest in appropriate settings, resulting in fuel conditions, stand composition, and structure that promote characteristic low intensity fire and increased biodiversity. Biennium III proposed work will focus on the need to complete contiguous treatments of the Ashland Fire Resiliency (AFR) on US Forest Service administered lands. Currently 6,200 footprint acres have been completed at AFR, and this proposal will allow the FIP to complete over 7,000 acres (of the 7,600 NEPA acres available) while continuing to perform important maintenance treatments and preparing for the application of prescribed understory fire.

Specific actions included in this project are as follows:

Spatial analysis and modeling

Prioritization of treatment unit locations

Outreach and coordination  
Community engagement and education  
Regulatory and environmental compliance  
Project layout, design and mapping  
Pre-implementation monitoring  
Ecological thinning  
Slash treatment  
Duff raking  
Seeding of native grasses and forbs  
Post treatment monitoring  
Stakeholder and partner reviews  
Annual and final reporting

This restoration proposal will cover all restoration activities described above: ecological thinning, slash treatment, duff raking, and seeding of native grasses and forbs.

Partners: City of Ashland, Lomakatsi Restoration Project, The Nature Conservancy, and U.S. Forest Service, Rogue River-Siskiyou National Forest

Reviewer Comments and Recommendations: See attached evaluation

Staff Recommendation (from the evaluation):  Fund  Fund with conditions

Director's Award.

By the virtue of the authority vested in the OWEB Executive Director by the Board, I hereby award the grant application as modified in an amount not to exceed \$1,374,149.

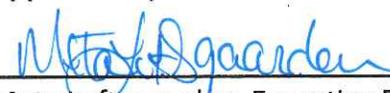
Submitted by:

Reviewed by:

  
Eric Hartstein, Policy Coord.      8/19/19  
Date

  
Eric Williams, Grant Prog. Mgr.      8/19/19  
Date

Approved by:

  
Meta Loftsgaarden, Executive Director      8/20/19  
Date

Grant Conditions of Agreement:

1. OWEB will not release any funds for an activity requiring site access until Grantee has submitted to the board's Project Manager copies of signed Cooperative/Landowner Agreements for that Project site. For the portion of the Project on land managed by the U.S. Forest Service (USFS), no Cooperative/Landowner Agreement is required as a Stewardship Agreement with the USFS accompanied the FIP Phase I application.

2. Pre-Project Photos and Map:

(a) OWEB will not release any funds for a Project site until Grantee has submitted to the board's Project Manager pre-Project photos at photo points established to track visual changes(s) resulting from restoration Project. Grantee should carefully consider photo point locations to ensure photos clearly show the same sites and perspective in future photos to meet reporting requirements and demonstrate that completed restoration meets the scope of work described in the grant application. Guidelines for photo point documentation are provided on the OWEB website at:

<https://www.oregon.gov/oweb/Documents/Photo%20Point%20Monitoring%20Guide.aspx>

(b) OWEB will not release any funds for a Project site until Grantee has submitted to the board's Project manager a map that shows where the photo points have been established. Baseline criteria for the map includes 8 ½ x 11 size and .pdf format. Minimum background layers include recent aerial imagery, Project boundary, streams, and roads/highways.

3. The following special condition applies to the project completion report (PCR) and is in addition to Exhibit C information needs:

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

4. The following special condition applies to the post-implementation status report (PISR) and is in addition to Exhibit D information needs:

(a) Provide photos from each of the photo points as provided for in the PCR.

Grant Reporting Date(s): N/A

Post-Implementation Status Reporting Period: One report.

Post-Implementation Status Reporting Schedule: One (1) Report is required and is due September 30th, one year following the approval of the Project Completion Report.

**Focused Investment Partnerships**  
***Ashland Forest All-lands Restoration Initiative***  
**Grant Application Evaluation**

**Project Number:** 220-8204-17211  
**Project Name:** Ashland Forest All-lands Restoration-Implementation  
**Applicant:** City of Ashland  
**Project Type:** Restoration  
**Request:** \$1,374,149  
**Recommended:** OWEB Lottery: \$1,374,149

**Project Summary**

**Project Location:**

The 58,000 acre Ashland Forest All-lands Restoration Initiative is located in the eastern Siskiyou Mountains of the Klamath Mountains Ecoregion. Map coordinates for center of the project are: 42.147784 by 122.721501

**Project Need:**

The purpose is to reduce the risks of avoidable damage from uncharacteristically severe fire in over-dense dry forest and avoid impacts of severe fire to the erosive, steep, decomposed granite slopes in and around the Ashland Watershed.

**Proposed Work:**

AFAR proposed actions will continue treatments designed to achieve desired landscape and site restoration by strategically thinning overly dense forests in order to restore a more functional balance between open and closed forest in appropriate settings, resulting in fuel conditions, stand composition, and structure that promote characteristic low intensity fire and increased biodiversity. Biennium III proposed work will focus on the need to complete contiguous treatments of the Ashland Fire Resiliency (AFR) on US Forest Service administered lands. Currently 6,200 footprint acres have been completed at AFR, and this proposal will allow the FIP to complete over 7,000 acres (of the 7,600 NEPA acres available) while continuing to perform important maintenance treatments and preparing for the application of prescribed understory fire.

**Specific actions included in this project are as follows:**

- Spatial analysis and modeling
- Prioritization of treatment unit locations
- Outreach and coordination
- Community engagement and education
- Regulatory and environmental compliance
- Project layout, design and mapping
- Pre-implementation monitoring
- Ecological thinning
- Slash treatment
- Duff raking
- Seeding of native grasses and forbs
- Post treatment monitoring

Stakeholder and partner reviews  
Annual and final reporting

This restoration proposal will cover all restoration activities described above: ecological thinning, slash treatment, duff raking, and seeding of native grasses and forbs.

Partners: City of Ashland, Lomakatsi Restoration Project, The Nature Conservancy, and U.S. Forest Service, Rogue River-Siskiyou National Forest

### **Technical Review Team (TRT) Evaluation**

*Application strengths identified during review include:*

- The partnership is building on past restoration successes this biennium, and strategically filling in gaps across the landscape.
- Each treatment area is driven by an individual site prescription, and tailored to the site, which recognizes the unique nature of each treatment area.
- The budget is cost-effective given the number of acres involved.
- There is a clear rationale for why the areas have been selected for treatment. The TRT appreciated the prioritization matrix provided in the application.
- There is team approach to designing and implementing projects, with multiple levels of quality control. The institutional knowledge within the partnership is tremendous.

*Application concerns identified during review include:*

- Long-term maintenance to secure the restoration gains remains a concern, but the TRT was pleased to learn that the City of Ashland's contribution to the project through fees on utility bills has been expanded, and now can be used to maintain projects on private land.
- The description of treating moist, late-successional conifer forests was not as well described as other forest types in the application.

### **Concluding Analysis**

This restoration project maintains the momentum generated through previous biennia by strategically implementing forest restoration action across approximately 2,235 acres of the Ashland watershed.

**TRT Recommendation to Staff:** Fund.

**TRT Recommended Conditions:** None.

**TRT Priority:** N/A

**Staff Follow-Up:** N/A

**Staff Recommendation to the OWEB Director:** Fund.

### **Special Conditions:**

1. OWEB will not release any funds for an activity requiring site access until Grantee has submitted to the board's Project Manager copies of signed Cooperative/Landowner Agreements for that Project site. For the portion of the Project on land managed by the U.S. Forest Service (USFS), no

Cooperative/Landowner Agreement is required as a Stewardship Agreement with the USFS accompanied the FIP Phase I application.

2. Pre-Project Photos and Map:

(a) OWEB will not release any funds for a Project site until Grantee has submitted to the board's Project Manager pre-Project photos at photo points established to track visual changes(s) resulting from restoration Project. Grantee should careful consider photo point locations to ensure photos clearly show the same sites and perspective in future photos to meet reporting requirements and demonstrate that completed restoration meets the scope of work described in the grant application. Guidelines for photo point documentation are provided on the OWEB website at:

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3. The follow special condition applies to the project completion report (PCR) and is in addition to Exhibit C information needs:

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

4. The following special condition applies to the post-implementation status report (PISR) and is in addition to Exhibit D information needs:

(a) Provide photos from each of the photo points as provided for in the PCR.