

## DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator, or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

**Date:** May 16, 2023,

**Department:** BOCC/ADMIN

**Contractor/Supplier/Consultant Name:** Natural Resources Conservation Service (NRCS)

**Contractor Contact:** Damon Brosnan

**Type of Document:** Agreement between Oregon State Fire Marshalls Office (OSFM) and Deschutes County.

**Goods and/or Services:** This agreement will provide \$500,000 in grant funding to Deschutes County with no match requirements to provide defensible space, home ignition zone space, wildland fuels treatment, ingress and exits to communities and creation/maintenance of FireWise communities.

**Background & History:** In 2021, the Oregon State Legislature passed Senate Bill 762 (SB 762) providing \$220 million to help Oregon modernize and improve wildland fire preparedness through three key strategies: creating fire adapted communities, developing safe and effective response, and increasing the resiliency of Oregon's landscapes. As part of SB 762, the OSFM provided \$25 million to five categories of potential recipients. Deschutes County successfully competed for a \$500,000 grant, which can be implemented over a three year period, with no match requirements and is a direct allocation of funding once the attached agreement is complete.

**Agreement Starting Date:** When all signatures are in place.

**Ending Date:**

**Annual Value or Total Payment:**

Insurance Certificate Received (check box)

Insurance Expiration Date:

Check all that apply:

RFP, Solicitation or Bid Process

Informal quotes (<\$150K)

Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

**Funding Source:** (Included in current budget?  Yes  No)

If **No**, has budget amendment been submitted?  Yes  No

Is this a Grant Agreement providing revenue to the County?  Yes  No

Special conditions attached to this grant: This grant opportunity will require an amended budget for FY 2023/24

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter:  Yes  No

Contact information for the person responsible for grant compliance:

Name: Joe Stutler, Senior Advisor

Phone #: (541) 322-7141

Departmental Contact and Title: Nick Lelack Phone #: 388-6565

Department Director Approval: \_\_\_\_\_  
Signature Date

Distribution of Document: Joe Stutler

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**Official Review:**

County Signature Required (check one):

X BOCC (if \$150,000 or more) – BOARD AGENDA Item

County Administrator (if \$25,000 but under \$150,000)

Department Director - Health (if under \$50,000)

Department Head/Director (if under \$25,000)

Legal Review TD M Date 5/17/23

Document Number 2023-491



**GRANT AGREEMENT**

Title: 2023 Community Wildfire Risk Reduction Program (“CWRR”) Grant

Agreement Number: 2023-CWRR-026

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is made by the State of Oregon, acting by and through its Department of State Police, for the benefit of its Office of State Fire Marshal (“OSFM”), and Deschutes County (“Recipient”). This Agreement becomes effective only when fully signed and approved as required by applicable law (the “Effective Date”) and, unless earlier terminated, expires on May 31, 2026 (the “Expiration Date”). The period from the Effective Date through the Expiration Date is hereinafter referred to as the “Grant Term.”

Pursuant to Section 9 of Oregon Laws 2021, chapter 592 (SB 762) (the “Act”), the Oregon Legislature established the Community Risk Reduction Fund for the purpose of carrying out community risk reduction and the local government financial assistance described in Section 8a of the Act. Section 8a of the Act, in turn, directs OSFM to administer a community risk reduction program that emphasizes education and methods of prevention with respect to wildfire risk, enforcement of defensible space requirements, response planning and community preparedness for wildfires. Section 8 of the Act defines “defensible space” as “a natural or human-made area in which material capable of supporting the spread of fire has been treated, cleared or modified to slow the rate and intensity of advancing wildfire and allow space for fire suppression operations to occur.”

This Agreement sets forth the terms and conditions of Recipient’s receipt of a CWRR Grant and includes the following exhibits:

- Exhibit A: Project Description and Reporting Requirements
- Exhibit B: Subcontract Insurance Requirements

**SECTION 1 – GRANT**

OSFM shall provide Recipient, and Recipient shall accept from OSFM, a grant in the amount of \$500,000.00 (the “Grant”).

Conditions Precedent. OSFM’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OSFM and its counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions, and information as OSFM may reasonably require.

**SECTION 2 - DISBURSEMENT**

- A. Full Disbursement. Upon satisfaction of all condition’s precedent, OSFM shall disburse the full Grant to Recipient.
- B. Condition to Disbursement. OSFM has no obligation to disburse funds unless, in the reasonable exercise of its administrative discretion, it has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

**SECTION 3 - USE OF GRANT**

- A. Use of Grant Moneys.





Recipient shall use the Grant only for the activities described in **Exhibit A**.

B. RESERVED.

**SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

Recipient represents and warrants to OSFM:

A. Organization and Authority.

- (1) Recipient is a public body validly organized and existing under the laws of the State of Oregon.
- (1) Recipient is a nonprofit, non-governmental organization validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Agreement, (b) incur and perform its obligations under this Agreement, and (c) receive the Grant funds.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body.
- (4) This Agreement has been duly executed by Recipient, and when executed by OSFM, is legal, valid and binding, and enforceable in accordance with their terms.

B. Full Disclosure. Recipient has disclosed in writing to OSFM all facts that materially adversely affect its ability to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement is true and accurate in all respects.

C. Pending Litigation. Recipient has disclosed in writing to OSFM all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the ability of Recipient to perform all obligations required by this Agreement.

D. No Defaults. No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Agreement.

E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Agreement will not: (i) cause a breach of any agreement or instrument to which Recipient is a party; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient or its properties or operations.

**SECTION 5 - COVENANTS OF RECIPIENT**

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify OSFM of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.

B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement.

C. Grant Report. Recipient must submit to OSFM reports as outlined in Exhibit A. Recipient shall further provide any related reports and information as OSFM may reasonably request.

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- D. Insurance. RESERVED.
- E. Books and Records. Recipient shall keep accurate books and records of the uses of the Grant and maintain them according to generally accepted accounting principles.
- F. Inspections; Information. Recipient shall permit OSFM and any party designated by OSFM to inspect and make copies, at any reasonable time, of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. Recipient shall supply any related reports and information as OSFM may reasonably require.
- G. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement for a minimum of six years beyond the later of the final and total expenditure or disposition of the Grant. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- H. Notice of Default. Recipient shall give OSFM prompt written notice of any Event of Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- I. Contribution and Recipient Subcontracts.
- 1) Contribution.
    - i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
    - ii. With respect to a Third Party Claim for which the State is jointly liable with Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
    - iii. With respect to a Third Party Claim for which Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such

proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 2) Recipient Subcontracts. Recipient may enter into agreements with contractors or subcontractors (collectively, "Subcontracts") for performance of the Project.
    - i. Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
    - ii. Recipient shall require its first-tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance of the types and in the amounts specified in Exhibit B and meeting the requirements under ADDITIONAL INSURED, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under its Subcontracts, and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OSFM. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which Recipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.
- I. Return of Unexpended Grant Funds. No later than April 30, 2026, Recipient shall return to OSFM all Grant funds not expended by the Expiration Date.



## SECTION 6 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Agreement or in any document provided by Recipient related to this Grant.
- B. Recipient fails to perform any obligation required under this Agreement, other than those referred to in subsection A of this section 6, and that failure continues for a period of 10 business days after written notice specifying such failure is given to Recipient by OSFM. OSFM may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

## SECTION 7 - REMEDIES

- A. Remedies. Upon any Event of Default, OSFM may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
  - (1) Terminating OSFM's commitment and obligation to make the Grant.
  - (2) Barring Recipient from applying for future awards.
  - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Agreement.
  - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OSFM pursuant to section 7.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OSFM; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Agreement, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OSFM is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OSFM is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Agreement.

## SECTION 8 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Agreement.
- B. Relationship of Parties; Successors and Assigns; No Third-Party Beneficiaries.
  - (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
  - (2) Nothing in this Agreement gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
  - (3) This Agreement will be binding upon and inure to the benefit of OSFM, Recipient, and their respective successors and permitted assigns.

- (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Agreement without the prior written consent of OSFM. OSFM may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OSFM, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OSFM's counsel. Any approved assignment is not to be construed as creating any obligation of OSFM beyond those in this Agreement, nor does assignment relieve Recipient of any of its duties or obligations under this Agreement.

C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

- (1) OSFM makes no warranty or representation.
- (2) In no event are OSFM or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Agreement.

D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OSFM at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OSFM:                      Grant Manager  
Office of State Fire Marshal  
3565 Trelstad Ave. SE  
Salem, OR 97317  
Ph: 503-779-8364  
Email: [osfm.grants@osp.oregon.gov](mailto:osfm.grants@osp.oregon.gov)

If to Recipient:                Joe Stutler  
Senior Advisor for Natural Resources and Wildland Fire  
Deschutes County  
61150 SE 27<sup>th</sup> Street  
Bend, OR. 97701  
(541) 322-7141  
[joe.stutler@deschutes.org](mailto:joe.stutler@deschutes.org)

- E. No Construction against Drafter. This Agreement is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Agreement is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Agreement may not be amended without the prior written consent of OSFM (and when required, the Department of Justice) and Recipient. This Agreement may not be amended in a manner that is not in compliance with the Authorization. No waiver or consent is



effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OSFM by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Agreement (including all exhibits, schedules, or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements, or representations, oral or written, regarding this Agreement.

K. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 5.E., 5.F., 5.G., 5.I., 5.J., 7 and 8.

L. Execution in Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**STATE OF OREGON**  
acting by and through its  
Oregon State Police on behalf of Oregon State  
Fire Marshal's Office

**DESCHUTES COUNTY**

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

Approved via email by Samuel Zeigler on 1/18/2023  
Senior Assistant Attorney General

## EXHIBIT A - PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

### I. Purpose and Scope

The purpose of this Grant is to award dollars for defensible space available to protect people, property, and communities from wildfire through community risk reduction programs and projects. See the 2022 CWRR Grant Application and Manual for more information. The defensible space work needs to match OSFM's standards described at this link: <https://www.oregon.gov/osp/programs/sfm/pages/oregon-defensible-space-code.aspx>

Recipient shall implement the following projects.

- A. Project 1: (\$500,000.00) Recipient shall use grant funds to support the existing programming for the establishment of fire adaptive landscapes. The FireFree program was introduced in the mid-1990s to empower residents to understand the necessity of hazardous fuels reduction projects throughout the Wildland Urban Interface (WUI). For more than two decades, the FireFree program has educated individual members of society to take ownership of defensible space projects while inspiring communities to collaborate with one another to mitigate the risk of catastrophic wildfire events. Although the FireFree program was initially created to assist the residents of Bend, it has grown to include the whole of Deschutes County as well as portions of both Klamath and Jefferson Counties. Furthermore, these efforts have cultivated a pool of organizations qualified to conduct chipping operations and hazardous fuels reduction treatments since 2005. Certainly, these projects have enabled the disposal of 35,000+ cubic yards of debris each year and garnered support from volunteers who donated tens of thousands of hours to the cause. Deschutes County is requesting \$300,000 over the course of three years to supplement these "sweat equity" projects as described above. In continuation of existing program methodologies to support adaptive landscapes. In partnership with Deschutes Rural Fire District #2, this program guides local FireWise neighborhoods to achieve or otherwise maintain FireWise standards by ensuring treatments have been completed satisfactorily. If awarded, Deschutes County would like to leverage \$75,000 in funding over three years for FireWise maintenance and seed money for more neighborhoods to become FireWise, Fire Adapted Communities. Further efforts for the benefit of fire adaptive landscapes and programming under this application include: - Collaboration with the Central Oregon Council on Aging and County Health Departments to identify vulnerable populations and communities at risk so that they may learn to withstand wildfire without loss of life or property while improving effective wildfire response (\$75,000). - OSFM grant administration, kickoff-meeting requirements, coordination with agencies, FireWise neighborhoods, and Fire Adaptive Community efforts (\$50,000).

### II. Reporting Requirements

1. Recipient shall provide OSFM with a progress report in each of the following months: June 2023; December 2023; June 2024; December 2024; June 2025; and December 2025. Recipient shall provide a final progress report no later than April 15, 2026. Each progress report shall include Recipient's updated work plan.
2. Before each reporting month, OSFM will email Recipient a link to the electronic report due for that month.
3. If Recipient completes the Project and expends all Grant funds before March 31, 2026, it may close out the program upon submission of a final report to OSFM.
4. Recipient shall attend a kick-off meeting either in-person or virtual and notification will be sent to Recipient via email with details.



## **EXHIBIT B – SUBCONTRACT INSURANCE REQUIREMENTS**

Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a “Contractor”) to obtain, at the Contractor’s expense, the insurance specified in this Exhibit B before performing under this Contract and to maintain it in full force and at the Contractor’s own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OSFM. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

### **WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY**

All employers, including Contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its Contractors complies with these requirements. If a Contractor is a subject employer, as defined in ORS 656.023, the Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If the Contractor is an employer subject to any other state’s workers’ compensation law, Contractor shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, each Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen’s and Harbor Workers’ Compensation Act.

### **COMMERCIAL GENERAL LIABILITY:**

**Required**     **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

### **AUTOMOBILE LIABILITY INSURANCE:**

**Required**     **Not required**

Automobile Liability Insurance covering each Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**EXCESS/UMBRELLA INSURANCE**

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Contract, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to a Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

Each Contractor shall waive rights of subrogation which the Contractor or any insurer of the Contractor may acquire against the OSFM or State of Oregon by virtue of the payment of any loss. Each Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the OSFM has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Upon request, each Contractor shall provide to OSFM Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance OSFM has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

Each Contractor or its insurer must provide at least 30 days' written notice to OSFM before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Recipient agrees to periodic review of insurance requirements by OSFM under this Contract and to provide updated requirements as mutually agreed upon by Recipient and OSFM.

**STATE ACCEPTANCE:**

All insurance providers are subject to OSFM acceptance. If requested by OSFM, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to OSFM's representatives responsible for verification of the insurance coverages required under this Exhibit B.

# *2022 Community Wildfire Risk Reduction Grant Application Manual*

**State of Oregon award dollars available to protect people, property, and communities from wildfire through community risk reduction programs and projects.**





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**Award manual and application materials:**

**<http://www.oregon.gov/osp/programs/sfm/Pages/OSFM-Grants.aspx>**

# INTRODUCTION

In 2021, the Oregon Legislature passed [Senate Bill 762](#) ("bill"). The bill defined defensible space as "a natural or human-made area in which material capable of supporting the spread of fire has been treated, cleared, or modified to slow the rate and intensity of advancing wildfire and allow space for fire suppression operations to occur." The law intended to promote wildfire mitigation across the State of Oregon. To meet this statewide intent, the bill explains that the Community Risk Reduction Fund is provided "for the purpose of carrying out community risk reduction and the local government financial assistance" (SB 762, Sec. 8(1), with the priority for defensible space for socially and economically vulnerable communities, persons with limited proficiency in English and persons of lower income as defined in ORS 456.055. (b) For critical or emergency infrastructure. (c) For schools, hospitals and facilities that serve seniors. SB 762, Sec. 8(a) (6).

Please see the OSFM website on the Fire Adapted Oregon on Oregon's overall strategy for reducing fire risk for more information: [www.oregon.gov/osp/programs/sfm/Pages/Fire-Adapted-Oregon.aspx](http://www.oregon.gov/osp/programs/sfm/Pages/Fire-Adapted-Oregon.aspx)

The OSFM is offering the Community Wildfire Risk Reduction Grant (the "grant") to assist local governments and organizations in accomplishing greater wildfire preparedness and increasing community resiliency to wildfire.

## A. Eligibility:

1. Counties, municipalities, non-governmental organizations, Oregon fire agencies, and Rangeland Fire Protection Associations (RFPAs).
2. Counties are allocated \$5 million in competitive funds with a maximum award of \$500,000 for any one county.
  - a. If a county is acting as the administrator for another county for the purposes of this grant, only one award is eligible.
3. Municipalities are allocated \$5 million in competitive funds with a maximum award of \$250,000 for any one municipality.
  - a. If a municipality or county or other organization is acting as the administrator for another municipality for the purposes of this grant, only one award is eligible.
4. Fire agencies and RFPAs are allocated \$5 million in competitive funds with a maximum of \$500,000 for any one fire agency.
5. Nonprofit, non-governmental organizations ("NGOs") are allocated \$3 million in competitive funds with a maximum of \$250,000 for any one agency. Nonprofit or NGOs are voluntary groups of individuals or organizations, usually not affiliated with any government, formed to provide services or advocate a public policy.
6. The OSFM reserves the right to reallocate funds as agency needs dictate.
7. Applicants are encouraged to coordinate applications in the same jurisdiction, but each organization must apply separately for different aspects for the project.
8. All grants are for three (3) years or less, with grant funds spent by March 31, 2026.

## B. Allowable Costs:

1. Personnel costs for staff to manage the grant program activities, such as a program coordinator, program manager, or similar.

2. Projects should prioritize socially and economically vulnerable communities, persons with limited proficiency in English and persons of lower income as defined in ORS 456.055, critical or emergency infrastructure or schools, or hospitals and facilities that serve seniors.
3. Defensible space programs, including but not limited to:
  - a. A locally-managed defensible space program for private landowners.
  - b. Direct contracts or work to create fire-resistant landscapes around residential, commercial, municipal structures, and/or other critical infrastructure.
  - c. Create or support existing community programs, such as Firewise USA sites.
4. Community common area projects, including but not limited to:
  - a. Municipal or county properties or parks intended to be used for emergency evacuation centers, recovery centers, defensible space demonstration spaces, greenways, houseless camps or communities, or fire breaks around critical infrastructure.
  - a. Improvement of access, ingress and egress route projects, including but not limited to planning of egress routes, including primary and secondary routes.
  - b. Brushing and clearing roads for defensible space/fire break.
  - c. Reflective address and road signage.
5. Educational projects, including but not limited to:
  - a. Fire prevention and preparedness messaging campaigns and billboards.
  - b. Community clean-up days for outdoor debris.
  - c. Work with a community-based organization or other means to address fire safety education among people experiencing houselessness or people whose first language is other than English.
6. Vegetative fuel reduction and mitigation projects, including but not limited to:
  - a. Prescribed grazing (e.g. goats) for fuel mitigation work around communities.
  - b. Vegetation mitigation crews.
  - c. Equipment for fuel reduction efforts such as chippers. This line item cannot exceed \$75,000.
  - d. Defensible space treatment around critical infrastructure.
7. Contracts for tree service and debris clearing companies to service areas of the jurisdiction.
8. Planning costs such as needed to update Community Wildfire Protection Plans.
9. Administrative costs, including management, payroll services, and supplies, up to 10% of the grant award.
  - a. Note: administrative costs are separate from personnel costs, except for management personnel



costs.

**C. Unallowable Costs:**

1. Fire suppression equipment, such as fire trucks or engines, or their maintenance.
2. Fire response equipment such as radios, water tanks, hoses, etc.
3. Direct firefighting equipment, such as personal protective equipment.
4. Prescribed burns.
5. Building infrastructure projects such as building or infrastructure hardening, water tank installations, utility line burying, etc.
6. Reimbursement of costs for projects completed before the grant application.
7. Road paving projects for egress.
8. Home hardening supplies and labor.
9. By the time this application is due, the OSFM will have made some strategic investments in consultation with local communities and fire agencies for fire risk reduction. These investments are considered pilot projects. If an applicant received the OSFM funds for a fire risk reduction pilot project, that project is not eligible for this grant.
10. A federal grant match for a project that matches the above criteria.
11. Contracting or funding a state agency.

**D. Examples of Eligible Projects:**

These examples are only intended to be helpful. This list is not meant to be exhaustive, restrictive or prescriptive.

1. "County A" creates a defensible space program for private homeowners around structures (this could prioritize seniors or other vulnerable communities). Residents are invited to complete an online application that the county designed and maintains to organize and determine needs/locations to work. Crews from a youth core were contracted to complete the work with the oversight and collaboration of a fire district inside "County A" to ensure defensible space best practices are followed.
2. Purchase/rent a chipper and sponsoring a community location for two 8-hour days twice a year. Additional staffing/contracting help for seniors or people with disabilities to participate.
3. Provide curbside services for the disposal of yard debris through purchasing/renting/transporting roll-off dumpsters twice a year for residents.
4. Contract with landscape/tree service to treat vacant and occupied municipal properties to create defensible space around structures and in greenways.
5. Contract with landscape, tree service, or forestry services to provide vegetation treatment to residents to create defensible space around homes.
6. Partner with organizations to sponsor a volunteer workday for community members to participate

- in vegetation removal on private or public properties.
7. Contract with a landscaping company to create a defensible space demonstration site on a publicly viewable municipal property.
  8. Partner with the local fire agency to sponsor a defensible space assessment/consultation event for community members.
  9. Pay for the printing and distribution of informational flyers/letters about local defensible space programs, funding, and initiatives.
  10. Hire full or part-time personnel or contractor to coordinate and promote the defensible space programs and initiatives.
  11. Pay for the travel/work expenses for personnel or contractors to engage in activities included above.

**E. Kickoff Meeting:**

1. Within the first five months, the OSFM will host an in-person project kickoff meeting.
2. Successful applicants are required to attend, with at least one person, in-person, with up to three attendees representing the organization.
3. This meeting will be a full day, will require an overnight stay, and per diem costs related to travel.
4. Applications must include travel and per diem costs in their application budget.
5. More details of this kickoff meeting will be released to successful applicants after awards are announced.

**F. Educational Activities:**

1. Educational activities, such as billboards, earned media, media buys, and creative creation, must be approved by the OSFM public relations.
2. The OSFM public affairs team will provide virtual training and electronic materials for educational activities.
3. Successful applicants whose work plans include educational activities must attend.
4. Educational activities are expected to be coordinated and approved with the OSFM's general educational strategies and best practices.

**G. Letters of Support and Project/Program Coordination:**

1. Applicants are encouraged to coordinate proposals within and between Counties, municipalities, fire agencies and NGOs.
  - a. Applicants are encouraged to clarify which aspects of the project are the responsibility of which entity.
2. Letters of support will be accepted and scored.

## APPLICATION PROCESS

**A. Application Forms and Instructions:**

1. Applications must be **received** no later than 5 p.m. **January 31, 2023**, via this application form link: <https://app.smartsheet.com/b/form/b2e4cfe07589480a953d5d89da825614>
2. Applications not submitted on a current 2022 application form will not be considered.

3. If you need to change your application, submit a request to withdraw to [osfm.grants@osp.oregon.gov](mailto:osfm.grants@osp.oregon.gov). You may then resubmit your application.
4. OSFM reserves the right to ask follow-up questions about applications.
5. Applications consideration will begin on **February 1, 2023**.
6. This agreement **requires signatures and return** to the OSFM grant manager before any awarded funds will be disbursed.
7. The application form must be signed by an authorized agent of the organization applying. If the application is submitted electronically, the email coversheet will be accepted as the electronic signature. If the signatory on Page 2 does not submit the application, please copy the signatory on the email to acknowledge their approval.

## B. Important Dates related to the grant:

- |   |   |
|---|---|
| • <b>Applications Due:</b>                      | January 31, 2023  |
| • <b>Fire Agencies receive Notice of Award:</b> | Estimated for March of 2023                             |
| • <b>Funding Allocated:</b>                     | As soon as possible after the notice of award           |
| • <b>Reports:</b>                               | June 2023; February 2024; February 2025; April 15, 2026 |

## D. Application Selection Process:

1. A review committee will convene and rank the applications based on the following criteria:
  - a) All applications must include:
    1. Description of geographic area.
    2. Description of population(s) served.
      - a. Description of underserved populations.
    3. Description of wildfire potential (the OSFM will also consider its own wildfire risk data in addition to applicant description).
    4. Descriptions/plans for each project selected.
    5. Budget descriptions for each project selected.
    6. Connections to existing community wildfire protection plans (CWPP) and other fire adapted programs.
    7. Impacts on community wildfire risk.
    8. Evidence of collaboration within the community including other organizations, local fire agencies, counties, other municipalities, or NGOs.
    9. Organizational capacity (including requested personnel) to implement projects.
    10. Other strengths of the organization to be able to implement proposed projects.
2. Contact with any committee member during the application process regarding this application or selection process is prohibited and can lead to disqualification. All communications and questions must be directed to [osfm.grants@osp.oregon.gov](mailto:osfm.grants@osp.oregon.gov). See the OSFM CONTACT section for more information.

## Grant Award

1. Grants will be awarded in a one-time lump sum to be spent across the time period of the grant.

## Reporting

1. Applicants who receive a grant award must provide the OSFM with a progress report in June 2023; December 2023; June 2024; December 2024; June 2025; December 2025; and April 15, 2026.
2. At the same time, applicants will update their work plan.
3. A link to the electronic reports will be emailed to the grant point of contact before each reporting month.
4. If a grantee completes all projects and expends funds before March 31, 2026, they may close out the program and forgo further reporting.

## GRANT COMPLETION

Once the applicant has expended the funds, the agency must notify the OSFM grant manager. To do this, the agency must email the OSFM grant manager and provide proof of payments for all staffing and administration.

### OSFM CONTACT

Grant Manager  
Oregon Office of State Fire Marshal  
3565 Trelstad Ave SE  
Salem, OR 97317  
Email: [osfm.grants@osp.oregon.gov](mailto:osfm.grants@osp.oregon.gov)  
Phone: 503-779-8364