

## GRANT AGREEMENT AMENDMENT

Title: 2023 Community Wildfire Risk Reduction Program Grant

Agreement Number: 2023-CWRR-026

This is Amendment 1 (“Amendment”) to Agreement 2023-CWRR-026 (“Agreement”), is made by the State of Oregon, acting by and through its Department of the Oregon State Fire Marshal (“OSFM”), and Deschutes County (“Recipient”). This Amendment becomes effective only when fully signed and approved as required by applicable law (the “Amendment Effective Date”). The Agreement, unless earlier terminated, expires on June 30, 2026 (the “Expiration Date”). The period from the Agreement Effective Date through the Expiration Date is hereinafter referred to as the “Grant Term.”

### RECITALS

The Parties understand and agree that:

House Bill (“HB”) 2927 (2021) provides for the creation of the Department of the Oregon State Fire Marshal;

HB 2927 changes the name of the office of the State Fire Marshal to the Department of the Oregon State Fire Marshal and establish that entity as a state agency independent from the Department of State Police;

HB 2927 transfers all rights and obligations of the office of the State Fire Marshal legally incurred under contracts, grants, leases and business transactions executed, entered into or begun before July 1, 2023, are transferred to the Department of the Oregon State Fire Marshal;

The Department of the Oregon State Fire Marshal is a continuation of the office of the State Fire Marshal and not a new authority; and

The changes made by HB 2927 take effect on July 1, 2023.

### AMENDMENT

The parties agree:

1. The Agreement is amended as follows:

- 1.1. The expiration date listed in the recitals is hereby amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):  
The Agreement, unless earlier terminated, expires on ~~May 31, 2026~~ **June 30, 2026** (the “Expiration Date”).
- 1.2. Section 5 (J) is hereby amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

~~J.~~ J. Return of Unexpended Grant Funds. No later than ~~April 30, 2026~~ **July 30, 2026.**

Recipient shall return to OSFM all Grant funds not expended by the Expiration Date if OSFM has determined they are to be returned per Section 2, C above.

1.3. Section 8 (D) is hereby amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

A. 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~~

**Shaun Parkman, Grants Manager**  
**Department of the Oregon State Fire Marshal**  
**3991 Fairview Industrial Drive SE**  
**Salem, Oregon 97302**  
**(503) 779 – 8364**  
**shaun.parkman@osfm.oregon.gov**

**To OSFM for General Inquiries: osfm.grants@osfm.oregon.gov**

If to Recipient:  
Lauren Street  
Natural Resources Specialist  
lauren.street@deschutes.org  
+1 (541) 322-7141

Grant Contact Card Use for Updates or Corrections	
Name	
Title	
Organization	
Address	
Phone	
Email	

1.4. Exhibit B of the Contract is replaced with Revised Exhibit B, in the form attached to this Amendment, effective on the Amendment Effective Date.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth below.

**The Department of the  
Oregon State Fire Marshal**

**Deschutes County**

By: Philip A. Hofmann  
Signature

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

Philip Hofmann  
Printed name of signatory above

\_\_\_\_\_  
Printed name of signatory above

Title: Procurement Manager & DPO

Title: \_\_\_\_\_

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

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

## EXHIBIT A - PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

### I. Purpose and Scope

The purpose of this Agreement is to implement Defensible Space Projects (the "Project") to protect people, property, and communities from wildfire through community risk reduction programs and projects. See the current CWRR Grant Application and Manual for more information. All Project's must meet the Agency's standards as described at the following link:

<https://www.oregon.gov/osp/programs/sfm/pages/oregon-defensible-space-code.aspx>

### II. Project Information

The Recipient shall implement the Project as approved by the Agency Authorized Representative. Any changes to the approved Project must be approved, in writing, by the Agency Authorized Representative, prior to any work, impacted by the changes, taking place.

Additional Projects may be approved by the Agency Authorized Representative. Approval from the Agency Authorized Representative must be provided, in writing, prior to the start of any Project activity.

### III. Reporting Requirements

1. The Recipient shall provide OSFM with a progress report in each of the following months: November 2023 and November 2025. Recipient shall provide a final progress report no later than January 15, 2027. 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, or Projects, and expends all Grant funds before December 31, 2026, the Recipient may close out the program upon submission of a final report to OSFM.
4. The Recipient shall attend a kick-off meeting either in-person or virtual and notification will be sent to Recipient via email with details.