

**STATE OF OREGON  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
SMOKE MANAGEMENT COMMUNITY RESPONSE PLAN (CRP) IMPLEMENTATION GRANT AGREEMENT**

Project Name: **Smoke and Public Health in Deschutes County**  
DEQ Agreement #: **023-22**

This Smoke Management Grant Agreement (“Agreement”) is between the State of Oregon, acting by and through its Department of Environmental Quality (“DEQ”), and **Deschutes County** (“Recipient”).

Recipient Data	DEQ Data
Grant Administrator: <b>Ed Keith, County Forester</b> Organization: <b>Deschutes County</b> <b>PO Box 6005</b> <b>Bend, Oregon 97708-6005</b> Phone: <b>541-322-7117</b> E-mail: <a href="mailto:ed.keith@deschutes.org">ed.keith@deschutes.org</a> Taxpayer ID #: <b>93-6002292</b> DUNS #: <b>30805147</b>	Grant Administrator: <b>Margaret Miller</b> Organization: <b>Department of Environmental Quality</b> <b>700 NE Multnomah St., Ste. 600</b> <b>Portland, OR 97232</b> Phone: <b>503-229-6278</b> E-mail: <a href="mailto:miller.margaret@deq.state.or.us">miller.margaret@deq.state.or.us</a>

1. **Effective Date, Project Completion Deadline, Invoice Deadline, and Grant Availability.** This Agreement is effective on the date the last party signs it or, if approval by the Oregon Department of Justice (“DOJ”) is required, on the date it is approved by DOJ, whichever date is later (the “Effective Date”). Recipient agrees to complete the Project (described in Exhibit A) no later than **March 31, 2023** (“Project Completion Deadline”) (the time period from the Effective Date through the Project Completion Deadline, the “Project Period”). Recipient must submit all invoices for disbursement of Grant funds under Section 4 no later than **April 30, 2023** the “Invoice Deadline”). DEQ has no obligation to disburse Grant funds for costs invoiced after the Invoice Deadline.
2. **Project.** Recipient agrees to complete the Project in accordance with the terms and conditions of this Agreement; provided, however, that if the total amount of the Grant is not available solely because one or more of the conditions set forth in Sections 9(a) is not satisfied, Recipient will not be required to complete the Project.
3. **Agreement Documents.** This Agreement consists of this Agreement and Exhibit A (Project Requirements), Exhibit B (Payment Request and Certification), and Exhibit C (Reporting Requirements) that are attached hereto and by this reference incorporated herein. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence will control. The documents comprising this Agreement are listed in the first sentence of this Section 2 from highest to lowest precedence.
4. **Grant Funds.** The maximum, not-to-exceed amount that DEQ will pay to Recipient hereunder is **\$75,000** (“Grant”). Eligible costs are costs described in Exhibit A that Recipient incurs on or after the Effective Date of this Agreement and on or before the earlier of expiration or termination of this Agreement. Disbursements will be made only in accordance with the requirements contained in Exhibit A and only if Recipient is otherwise in compliance with the terms and conditions of this Agreement.
5. **Match.** Recipient agrees to provide a cash match or Optional: in-kind match that satisfies the requirements of 2 CFR 200.306 and 2 CFR.403, equal to **\$7,500**. Grant moneys may not be used for any purpose other than Project costs. No more than **90%** of the total Project costs may be paid with Grant moneys.
6. **Disbursements; Expenses.**
  - (a) This is an expense reimbursement Grant. Disbursements for reimbursement of expenses, including travel and travel related expenses (if authorized), will be made only in accordance with the schedule and requirements contained in Sections 5 and 5A and subject to the conditions set forth in Section 7. Payments will be based on reimbursement of actual Project expenses authorized by this Agreement. Supporting documentation must be provided for expenses for which reimbursement is claimed and for all match expenses reported. This includes, but is not limited to: documentation of personal services costs and the payment thereof; copies of paid contractor invoices; and copies of paid invoices for equipment; and receipts for lodging, airfare, car rental, and conference registration, when applicable.
  - (b) Recipient may submit monthly invoices for expense reimbursement. Reimbursement requests must be accompanied by invoices that describe all work performed with particularity (including by whom it was performed) and that itemize and explain all expenses for which reimbursement is claimed. Invoices (including invoices for match expenditures) must be accompanied by a copy of all receipts for expenses for which reimbursement is being requested. Recipient may not seek or receive from any third party any form of duplicate, overlapping or multiple payments for expenses reimbursed under this Agreement nor may expenses used to satisfy any cash match requirement under this Agreement be used to satisfy the match or cost sharing requirement of any other project or program. Invoices and receipts must be submitted with the Smoke Management Grant Agreement Payment Request and Expenditure Report (Exhibit B). Any cost-sharing or match using federal funds must also be disclosed in the Smoke Management Project Grant Agreement Payment Request and Expenditure Report (Exhibit B).

DEQ will withhold up to 20% of total Grant funds for the Project until Recipient has submitted, and DEQ has accepted, the Final Report on the Project (as required by Exhibit A and described in Exhibit C) and a Final Payment Request and Expenditure Report.

- (c) Notwithstanding Sections 4(a) and 4(b) above and the reimbursement provisions of Section 4A below, DEQ may, in its sole discretion and upon such terms and conditions as it may determine and in order to address Recipient cash flow issues that are otherwise an impediment to Project implementation, disburse Grant moneys to Recipient to finance a Project activity directly rather than as reimbursement of expenditures made by Recipient to conduct that activity. The terms and conditions that DEQ may impose on such advance disbursement may include, but are not necessarily limited to, submission of an appropriate invoice, subsequent submission of documentation of the expenditure of the Grant moneys and the conditioning of future disbursement of Grant moneys on compliance with the terms and conditions of the advance disbursement.

7. **Travel and Related Expenses.** DEQ will not reimburse Recipient for any travel or travel related expenses under this Agreement.
8. **Recovery of Grant Funds.** Any Grant funds disbursed to Recipient under this Agreement that are used in violation or contravention of any of the provisions of this Agreement must be returned to DEQ. Recipient shall return all funds found by DEQ to have been used in violation of this Agreement no later than fifteen (15) days after DEQ's written demand.
9. **Recipient's Representations and Warranties.** Recipient represents and warrants to DEQ as follows:
  - (a) Recipient is duly organized, validly existing, and in good standing under the laws of Oregon. Recipient has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
  - (b) The making and performance by Recipient of this Agreement: (1) have been duly authorized by all necessary action of Recipient; (2) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board, or other administrative agency, or any provision of Recipient's organic documents; and (3) do not and will not result in the breach of, or constitute a default or require any consent under, any agreement or instrument to which Recipient is a party or by which Recipient or any of its properties are bound or affected.
  - (c) This Agreement has been duly authorized, executed and delivered on behalf of Recipient and constitutes the legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms.
  - (d) No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
  - (e) Less than \$750,000 in funds of a public agency (within the meaning of ORS 279C.800 through 279C.870) will be used for the Project.
10. **Conditions Precedent to Each Disbursement.** DEQ's obligation to disburse Grant moneys to Recipient hereunder is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - (a) DEQ has received sufficient funding, appropriations, limitations, allotments or other expenditure authority to allow DEQ, in the reasonable exercise of its administrative discretion, to make the disbursement;
  - (b) No default under this Agreement has occurred and is continuing; and
  - (c) Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date disbursement.
  - (d) Recipient is not in default under Section 31.
11. **Contracts.** Recipient may enter into contracts to implement the Project without obtaining prior written consent from the DEQ's Grant Administrator. The Recipient is not relieved of any duties under this contract when it subcontracts. Recipient must ensure that terms applicable to the Recipient, such as compliance with any required federal terms and conditions, apply also to subcontractors, including Appendix II to 2 CFR Part 200.
12. **Grant Requirements.** All equipment and materials purchased with Grant funds made available by this Agreement must be used only for purposes of the same general nature as outlined in this Agreement. A capital outlay item purchased with Grant funds must be used for the purpose set forth in this Agreement for a minimum of five (5) years or its rated service life, whichever is shorter. During this period, DEQ reserves the right to recover the equipment or its cash value from Recipient at any time that Recipient ceases use of the equipment for its intended purpose. Use of Grant funds for the following purposes is expressly prohibited:
  - (a) Costs for which payment has been or will be received under another financial assistance program or other agency or department of the State of Oregon;
  - (b) Costs incurred outside the Project Period;
  - (c) Ordinary operating expenses that are not directly related to the Project.
13. **Reporting.** Recipient shall submit reports on the Project as described in Exhibit A. DEQ may withhold payments until it receives and approves the required reports. The reports must be submitted to DEQ's Grant Administrator and may be submitted electronically. All reports must contain the information outlined in Exhibit C. Recipient shall immediately notify DEQ of any development that significantly impacts the activities funded by this Agreement, including any change in the truth or accuracy of the representations and warranties set forth in Section 6 and any delay or adverse condition that materially impairs Recipient's ability

to meet the objectives of the Agreement. This notification must include a statement of the action Recipient has taken or intends to take to minimize or mitigate the impact of the situation, along with any assistance Recipient may require to do so.

- 14. Records Maintenance and Access.** Recipient shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and shall maintain any other records pertinent to this Agreement in such manner as to clearly document Recipient's performance. DEQ, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records that are directly pertinent to this Agreement in order to perform audits and examinations, and make excerpts, transcripts and copies of same in their sole discretion. Recipient shall retain and keep accessible all financial records, supporting documents, and all other records related to this Agreement for a minimum of six (6) years after the Project is completed or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
- 15. Compliance with Applicable Law.** Recipient will comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work performed under this Agreement. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) ORS 279A, ORS 279B, and ORS 279C, as applicable to the Recipient; (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes; and (xi) all regulations and administrative rules established pursuant to the foregoing laws. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.
- 16. Recycled Material Use** Recipient will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)) and other recycled products as the term "recycled product" is defined in ORS 279A.010(1)(ii). The Recipient agrees to comply with the requirements of 40 CFR 247 and 2 CFR 1500, as applicable in giving preference in its procurement programs to purchase of recycled products.
- 17. Indemnity.** Recipient shall defend (subject to ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon, DEQ, and their officers, employees, and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) of any nature resulting from, arising out of, or relating to the activities of Recipient or its officers, employees, contractors, or agents under this Agreement or in the implementation of the Project.
- 18. Indemnification by Contractors.** 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 defend (subject to ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon, DEQ, and their officers, employees, and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) of any nature resulting from, arising out of, or relating to the activities of the contractor or its officers, employees, subcontractors, or agents in connection with the Project.
- 19. Termination.**
- (a) This Agreement may be terminated by mutual consent of both parties.
- (b) DEQ may terminate this Agreement effective upon written notice to Recipient, or at such later date as may be established by DEQ in such notice, (i) if DEQ fails to receive sufficient funding, appropriations, limitations, allotments or other expenditure authority to allow DEQ, in the reasonable exercise of its administrative discretion, to make payments under this Agreement, (ii) if there is a change in federal or state laws, rules, regulations, or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (iii) in accordance with Section 18.
- 20. Default by Recipient.** Recipient shall be in default under this Agreement upon the occurrence of any of the following events:
- (a) Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations contained in this Agreement, including any exhibit attached hereto;
- (b) Any representation, warranty or statement by Recipient made herein or in any documents or reports relied upon by DEQ, including but not limited to any statement used by DEQ to measure progress on the Project, the expenditure of Grant moneys, or the performance by Recipient, is untrue in any material respect when made;
- (c) Recipient: (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property; (ii) admits in writing its inability to pay, or is generally unable to pay, its debts as they become due; (iii) makes a general assignment for the benefit of its creditors; (iv) is adjudicated as bankrupt or insolvent; (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect); (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect); or (viii) takes any corporate action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking: (i) the liquidation, dissolution, or winding-up, or the composition or readjustment of, Recipient's debts; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets; or

(iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of twenty (20) consecutive days, or an order for relief against Recipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

- 21. Remedies Upon Default.** If Recipient's default under Section 17(a) or 17(b) is not cured within fifteen (15) days of written notice thereof to Recipient from DEQ (or such longer period as DEQ may authorize in its sole discretion), or if there is a default by Recipient under Section 17(c) or 17(d), DEQ may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant amount, payment of any interest earned on the Grant amount, and declaration of ineligibility for the receipt of similar future awards. If, as a result of Recipient's default, DEQ demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon DEQ's demand.
- 22. No Implied Waiver, Cumulative Remedies.** The failure of DEQ to exercise, and any delay by DEQ in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and are not exclusive of any remedies provided by law. DEQ may, in its sole discretion, pursue any remedy or remedies singly, collectively, successively, or in any combination or order.
- 23. Notices.** Any notification required under this Agreement shall be in writing, delivered to the Grant Administrator only by one of the following methods: in-person; U.S. mail, postage prepaid; or email. Notices mailed or emailed must be sent to the address or email address set forth in this Agreement on page 1. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by email shall be effective 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.
- 24. Amendments. The terms of this Agreement may not be waived, altered, modified, supplemented, or amended in any manner, except by written instrument signed by both parties (or, in the case of a waiver, by the party against whom such waiver is sought to be enforced). Such waiver, alteration, modification, supplement, or amendment, if made, is effective only in the specific instance and for the specific purpose given. Recipient must notify DEQ's Grant Administrator in writing no later than forty-five (45) calendar days before the Project Completion Deadline of any proposed amendments to the Agreement.**
- 25. Assignment; Successors and Assigns.** Recipient may not assign or transfer its interest in this Agreement without the prior written consent of DEQ and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 26. Survival.** Sections 5, 9, 11, 14, 15, 22, and 23, and all other provisions that by their terms are meant to survive, shall survive the termination of this Agreement.
- 27. No Third Party Beneficiaries.** DEQ and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly, to any third party unless such party is identified individually by name herein and is described expressly as an intended beneficiary of the terms of this Agreement.
- 28. Governing Law; Venue; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between DEQ (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States, or otherwise, to or from any Claim or from the jurisdiction of any court. RECIPIENT, BY ITS EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- 29. Alternative Dispute Resolution.** Recipient and DEQ shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for the administration of this Agreement. In addition, the parties may agree to utilize a jointly-selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- 30. Management Fees.** Management fees or similar charges are not eligible costs under this Agreement. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not eligible costs under this Agreement. Management fees or similar charges may not be used to improve or expand the Project funded under this Agreement.

- 31. Intangible Property.** The Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this Grant Agreement. For any such work, Recipient grants to DEQ and EPA a nonexclusive, irrevocable, perpetual royalty-free, license to reproduce, publish, or otherwise use the work and to authorize others to do so.
- 32. Suspension and Debarment.** Recipient shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons", as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. Recipient may access the Excluded Parties List System at <http://www.sam.gov>.
- 33. Trafficking Victim Protection Act of 2000, Section 106** Prohibition statement for Recipients who are **private entities**: You as the Recipient, your employees, sub-recipients and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period that this Agreement is in effect; procure a commercial sex act during the period of time that this Agreement is in effect; or use forced labor in the performance of the Grant or sub-grants.
- 34. Drug Free Workplace.** The Recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536, Subpart B.
- 35. Captions.** The captions or headings in this Agreement are for convenience only and do not define, limit, or describe the scope or intent of any provisions of this Agreement.
- 36. Merger Clause.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE RECIPIENT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
- 37. Independent Contractors.** DEQ and Recipient agree and acknowledge 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 or otherwise.
- 38. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.
- EACH PERSON SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE HAS THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT.** DEQ enters into this Agreement under the authority of Oregon Revised Statutes 190.110, 459.053(7) and 459A.120.

**AGREED BY RECIPIENT:**

\_\_\_\_\_  
 Nick Lelack, County Administrator

\_\_\_\_\_  
 Date

**AGREED BY DEQ:**

\_\_\_\_\_  
 Brian Boling, Central Services Administrator - DPO

\_\_\_\_\_  
 Date

**23-11150-71014**  
**Index-PCA-Pjt**

**EXHIBIT A**

<b>OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY SMOKE MANAGEMENT GRANT AGREEMENT PROJECT DESCRIPTION, BUDGET, AND SCHEDULE</b>	
<b>Project Name:</b> Smoke and Public Health in Deschutes County	<b>DEQ #:</b> 023-22
<b>Recipient:</b> Deschutes County	

**BACKGROUND**

DEQ received funding from the 2021 Senate Bill 762 (SB-762 (2021)) to fund CRP staffing and implementation work. DEQ will be accomplishing these efforts by establishing intergovernmental agreements with identified communities that already have completed CRPs.

**PROJECT BUDGET**

	<b>Grant Amount</b>	<b>Match Amount</b>	<b>Total</b>
Personnel	\$0	\$4,500	\$4,500
Professional Services	\$70,000	\$0	\$70,000
Other Services and Supplies	\$5,000	\$3,000	\$8,000
Capital Outlay (equipment, property, rolling stock, etc)	\$0	\$0	\$0
Travel (if applicable)	\$0	\$0	\$0
Other (Admin Fee)	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$75,000</b>	<b>\$7,500</b>	<b>\$82,500</b>

**PROJECT DESCRIPTION:** Deschutes County, in partnership with federal, state and local partners and a contracted vendor will increase educational awareness of what citizens can do to protect their health during times of elevated smoke from prescribed fire and wildfire. Deschutes County will hire a contractor to develop a media and educational campaign, provide suggestions for website improvements, develop educational materials and procure print, display, broadcast and social media ads. The target audience for the campaign will be the general public, healthcare providers, Spanish-speaking residents and populations that are more vulnerable to smoke, including:

- Persons with asthma or other chronic respiratory diseases, such as COPD and emphysema
- Persons with cardiovascular disease
- Persons 65 years of age or older
- Parents of Infants and children
- Pregnant women
- Smokers, especially those who have smoked for several years
- Persons without housing or access to closed-loop air conditioning.

**All timelines are estimated. Any substantial deviation (+1 months) need to be reviewed and approved by DEQ.**

**GOAL 1:** Contract with firm to develop campaign.

Task(s)	Timeline	Expected Outcome	Success Measures	Organization Responsible
Develop RFP and Issue RFP for Services	November 2021	Contract with firm to develop media campaign and procure ads	Execution of RFP	Deschutes County Health Services

**GOAL 2:** Development and execution of media campaign.

Task(s)	Timeline	Expected Outcome	Success Measures	Organization Responsible
Collaborate with County and other external partners on media campaign development, educational material development, website improvements and the procurement of print, display, broadcast and social media ads.	Dec. to Feb. 2022	Contractor will create assets and content. Contractor will collaborate with County to improve County's existing website landing page with the purpose of serving as the campaign hub for digital advertising efforts. Materials will be available in English and Spanish.	Generating awareness among target audience with a focus on impressions, reach and frequency. Messages shall drive traffic to the region's website for audiences to find additional resources, information, and messages. Campaign optimizations shall continue to be made throughout the course of the campaign ensuring the best messaging results.	Contracted Vendor

Coordinate development and execution of activities including but not be limited to: video production, creative materials and ad buys.	March 2022 to March 2023	Contractor will provide a timeline for campaign development and include due dates for client feedback.  Contractor will manage placement and ongoing maintenance of campaigns. As much as practical campaigns will correlate with anticipated smoke impacts to the community. During the initial launch of the campaign, Contractor will conduct A/B testing of ads to determine the best performing campaign assets.	Throughout the duration the campaign, Contractor will continue optimizing media messages based on click-thru-rates, link clicks, video-completion rates and other predetermined key performance indicators agreed upon by the Recipient and Contractor.	Contracted Vendor
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**GOAL 3: Develop and distribute materials for healthcare providers.**

Task(s)	Timeline	Expected Outcome	Success Measures	Organization Responsible
Develop materials for healthcare providers	March – April 2022	Contractor will provide a timeline for campaign development and include due dates for client feedback.  Contractor will develop print and electronic materials (including a suite of social media posts) for healthcare provider use.	Development of regionally specific materials that will assist providers in discussing smoke impacts and mitigation strategies with their patients.	Contractor Vendor
Distribute materials to healthcare providers	May – August 2022	Deschutes County Health Services to share materials with Health Care providers	Health Care providers use resources and share social posts on their accounts. Track using campaign specific hashtags.	Deschutes County Health Services distributes

**GOAL 4: Services and Supplies.**

Task(s)	Timeline	Expected Outcome	Success Measures	Organization Responsible
Print collateral	March 2022 – Feb 2023	Materials developed by vendor are printed and available to distribute to community.	Materials are printed and distributed to partners for use in advance of and during smoke impacts	Deschutes County Health Services
Utilize reader boards or other signage before, during and after prescribed fire smoke	April – June 2022	Reader boards will be placed in high traffic areas or near communities that could be impacted by smoke so that residents can take action to protect themselves	Up to 2 reader boards will be rented and will be moved to multiple locations and will be placed in high traffic areas depending on where burning takes place.	Deschutes County in coordination with USFS.

Recipient must immediately notify DEQ of developments that have a significant impact on activities funded by this Agreement, including delays or adverse conditions that materially impair Recipient’s ability to meet the objectives of the Agreement. This notification must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

**REPORTING TASKS**

**Task 1:** Recipient must attend the Project kick-off meeting and quarterly project check-in meetings scheduled by the DEQ Grant Administrator.

**Task 2:** Recipient must submit a Project Progress Report at the Project mid-point (date at middle point between the Effective Date of the agreement and Project Completion Date), but no later than six (6) months after the Effective Date of this Agreement. The report must be submitted to DEQ’s Grant Administrator and must be provided electronically in PDF or Microsoft Word format. The report must contain the information outlined on Exhibit C.

**Task 3:** Recipient will submit a Final Report at the Project’s completion no later than thirty (30) days after the Project Completion Date. The Final Report must contain the information outlined on Exhibit C.

**EXHIBIT B**

**OREGON DEQ SMOKE MANAGEMENT GRANT AGREEMENT PAYMENT REQUEST AND EXPENDITURE REPORT**

<b>Project Name:</b> Smoke and Public Health in Deschutes County	
<b>Recipient Name:</b> Deschutes County	<b>DEQ Grant Agreement #:</b> 023-22
<b>Grant Administrator:</b> Ed Keith	<b>Project Period:</b> Project Period Here
<b>Total Awarded Grant Amount:</b> \$75,000	<b>Total Match Required:</b> Amount Here
Organization: <b>Deschutes County</b> PO Box 6005 Bend, Oregon 97708-6005 Phone: 541-322-7117 E-mail: <a href="mailto:ed.keith@deschutes.org">ed.keith@deschutes.org</a>	<b>Current Expenditure Period</b> From: XX/XX/XXX To: XX/XX/XXX

EXPENDITURE SUMMARY	Grant Expenditures			Match Expenditures			Total Expenditures
	a	b	a + b = c	d	e	d + e = f	c + f
	Previously Reported (\$)	Current Period (\$)	Cumulative to Date (\$)	Previously Reported (\$)	Current Period (\$)	Cumulative To Date (\$)	To Date (\$)
Personal Services							
Subcontracts							
Services/Supplies							
Travel							
Equipment							
Other Costs							
<b>TOTAL</b>							

Submit payment request with supporting reports to [DEQEXP@deq.state.or.us](mailto:DEQEXP@deq.state.or.us)

Total Federal Funds Included in Match:     \$ \_\_\_\_\_  
 Total Grant Money Received to Date:         \$ \_\_\_\_\_  
 Amount of this Request:                         \$ \_\_\_\_\_

<b>CERTIFICATION</b>		
I certify that this report is true and correct to the best of my knowledge and that all expenditures and obligations reported herein have been made in accordance with the budget agreed upon and with other provisions contained in the Agreement.		
_____ Signature	_____ Name & Title (print)	_____ Date

<b>DEQ USE ONLY    Approved for Payment:</b>			
_____ DEQ Grant Administrator	_____ Date	_____ DEQ Program Manager	_____ Date



**EXHIBIT C**

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY SMOKE MANAGEMENT GRANT AGREEMENT  
PROJECT PROGRESS AND FINAL REPORT REQUIREMENTS**

- A. A Project Progress Report** is due to DEQ, at the Project mid-point (date at middle point between the Effective Date of the agreement and Project Completion Date), but no later than six (6) months after the Effective Date of this Agreement. The report must be submitted to DEQ's Grant Administrator and must be provided electronically in PDF or Microsoft Word format.

DEQ Grant Agreement #: 023-22

Project Name:

Recipient Name and Recipient Grant Administrator Contact Information:

Grant Start Date:

Grant End Date:

Reporting Period:

1. Please list the Project objectives as outlined in Exhibit A of the grant agreement and describe the ongoing/accomplished work that has been completed for each objective thus far.
2. Are project expenditures aligning with your ongoing/accomplished work?  
 Yes    No  
If no, please provide an explanation for significant differences between Project budget and Project expenditures:
3. Will you be able to complete all Project objectives as proposed and on time?  
 Yes    No  
If no, please describe any major changes or experiences that have had, or will have, an impact on the Project objectives supported by the grant:
4. Is there anything that DEQ can assist with in order to ensure that the Project is completed as proposed and on schedule?  
 Yes    No  
If yes, please explain:
5. All other pertinent information on the progress of the Project can be shared here:

- B. A Final Report** is due to DEQ, upon project completion, but no later than the final Invoice Deadline. The report must be submitted to your DEQ Grant Administrator and must be provided electronically in PDF or Microsoft Word format. Reports at minimum must include:

DEQ Grant Agreement #:

Project Name:

Recipient Name and Recipient Grant Administrator Contact Information:

Grant Start Date:

Grant End Date:

Reporting Period:

1. Please list the Project objectives as outlined in Exhibit A of the grant agreement and describe all accomplishments. How do the actual accomplishments compare to those originally proposed? If a baseline assessment was done, include a description of that process and what was learned.
2. Describe any major problems or experiences that were encountered during the design and implementation of this Project and what impacts these had on the Project accomplishments.
3. Provide a description of the most and least successful components of the Project explaining why they were or were not successful.
4. Please provide an explanation for all significant differences between the Project budget and Project expenditures.
5. Provide copies of materials related to the Project highlighting various milestones achieved including brochures, public service announcements, photographs, news clippings, or reports.
6. All other pertinent information on the progress of the Project can be shared here:

**Payments may be withheld per the terms of the Agreement until DEQ receives and approves all required reports.**