



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

1:00 PM, MONDAY, DECEMBER 2, 2024

Allen Room - Deschutes Services Building - 1300 NW Wall Street – Bend

(541) 388-6570 | www.deschutes.org

AGENDA

MEETING FORMAT: In accordance with Oregon state law, this meeting is open to the public and can be accessed and attended in person or remotely, with the exception of any executive session.

Members of the public may view the meeting in real time via YouTube using this link: <http://bit.ly/3mmlnzy>. **To attend the meeting virtually via Zoom, see below.**

Citizen Input: The public may comment on any topic that is not on the current agenda. Alternatively, comments may be submitted on any topic at any time by emailing citizeninput@deschutes.org or leaving a voice message at 541-385-1734.

When in-person comment from the public is allowed at the meeting, public comment will also be allowed via computer, phone or other virtual means.

Zoom Meeting Information: This meeting may be accessed via Zoom using a phone or computer.

- To join the meeting via Zoom from a computer, use this link: <http://bit.ly/3h3oqdD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *9 to indicate you would like to speak and *6 to unmute yourself when you are called on.
- When it is your turn to provide testimony, you will be promoted from an attendee to a panelist. You may experience a brief pause as your meeting status changes. Once you have joined as a panelist, you will be able to turn on your camera, if you would like to.



Deschutes County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, call (541) 388-6572 or email brenda.fritsvold@deschutes.org.

Time estimates: The times listed on agenda items are estimates only. Generally, items will be heard in sequential order and items, including public hearings, may be heard before or after their listed times.

CALL TO ORDER

CITIZEN INPUT: Citizen Input may be provided as comment on any topic that is not on the agenda.

Note: In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to citizeninput@deschutes.org or you may leave a brief voicemail at 541.385.1734..

AGENDA ITEMS

- [1.](#) Oregon State Fire Marshal Community Wildfire Risk Reduction Grant
- [2.](#) FY 2026 Preliminary General Fund Budget Discussion

OTHER ITEMS

These can be any items not included on the agenda that the Commissioners wish to discuss as part of the meeting, pursuant to ORS 192.640.

EXECUTIVE SESSION

At any time during the meeting, an executive session could be called to address issues relating to ORS 192.660(2)(e), real property negotiations; ORS 192.660(2)(h), litigation; ORS 192.660(2)(d), labor negotiations; ORS 192.660(2)(b), personnel issues; or other executive session categories.

Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media.

3. Executive Session under ORS 192.660 (2) (e) Real Property Negotiations

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BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 2, 2024

SUBJECT: Oregon State Fire Marshal Community Wildfire Risk Reduction Grant

RECOMMENDED MOTION:

Move approval to accept grant funding from the Oregon Department of the State Fire Marshal for Community Wildfire Risk Reduction efforts, and authorize the County Administrator to sign Document No. 2024-902 accepting the grant.

BACKGROUND AND POLICY IMPLICATIONS:

This past July, the Deschutes County Natural Resources Department in coordination with Emergency Management applied for a Community Wildfire Risk Reduction Grant through the Oregon Department of the State Fire Marshal.

The original proposal was not accepted because the project was close to homeless encampments and was not eligible as part of the grant criteria. OSFM subsequently allowed the County to pivot the project to areas that were not close to homeless encampments while still providing community protection. Given the option, a new application was submitted to implement a shaded fuel break on City of Bend property—this application was successful in receiving grant funding.

A 3.5 mile, 200-foot shaded fuel break will be established on approximately 50 acres through the reduction of ladder fuels and small trees on the east side of the Juniper Ridge area on property owned by the City of Bend (see map). This project will help protect surrounding communities such as like JD Estates and communities to the east of Juniper Ridge.

BUDGET IMPACTS:

The amount awarded is \$75,000, of which \$67,500 will be used for contracted services. The remaining \$7,500 would be used for administrative costs for administering the contracts.

ATTENDANCE:

Kevin Moriarty, County Forester

Estimated time needed for item (presentation/questions/discussion/action): 15 min

GRANT AGREEMENT**2024 Community Wildfire Risk Reduction Program ("CWRR") Grant
Defensible Space for the Built Environment****Agreement Number: 2024-CWRR-012**

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 the 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 February 1, 2027 (the "Expiration Date"). The period from the Effective Date through the Expiration Date is hereinafter referred to as the "Grant Term."

Pursuant to the Oregon Legislative Regular Session, Senate Bill 80 ("SB80") dated 2023 appropriated \$3,000,000 General Funds to OSFM, (SB80), Section 19, for the purpose of carrying out community risk reduction and the local government financial assistance, (SB80), Sec. 3 (5) and (6), with the priority for: (a) 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) critical or emergency infrastructure; (c) schools, hospitals and facilities that serve seniors. (SB80), Sec. 6 (a)(b)(c).

OSFM is offering the Community Wildfire Risk Reduction Grant to assist local governments in accomplishing greater wildfire preparedness and increasing community resiliency to wildfire. This Agreement sets forth the terms and conditions of Recipient's receipt of a CWRR Grant and includes the following exhibits, which are incorporated herein by reference:

- Exhibit A: Approved Project Description
- Exhibit B: Additional Requirements and Timeline
- Exhibit C: Recipient Workplan Template
- Exhibit D: 2024 CWRR Grant Manual
- Exhibit E: Recipient's Original Application
- Exhibit F: Insurance Requirements

SECTION 1 – GRANT

OSFM shall provide Recipient, and Recipient shall accept from OSFM, a grant in the amount of **\$75,000.00** (the "Grant").

- A. Conditions Precedent. OSFM's obligations to disburse the Grant are subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- 1) Receipt of this Agreement duly signed by an authorized officer of Recipient.
 - 2) Receipt in form and substance satisfactory to OSFM and its counsel the requirements outlined in 2024 CWRR Grant Manual (Exhibit D).
 - 3) Receipt of such other certificates, documents, opinions, and information as OSFM may reasonably require.
 - 4) State has received funding (including, without limitation, federal funding from the Federal Transit Administration), appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - 5) Recipient is compliance with the terms of this Agreement, including without limitation Exhibit B, and there has been no Event of Default.

Recipient’s representations and warranties set forth in Section 4 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

SECTION 2 - DISBURSEMENT

- A. Full Disbursement. Upon satisfaction of all conditions precedent, OSFM shall disburse the full Grant to Recipient.
- B. Unexpended Funds. If Recipient has any unexpended Grant funds at the end of the Grant term, OSFM reserves the right to determine if Recipient can keep them or return them for OSFM to reinvest in other projects.

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 either a structural fire protection agency, city, or county 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 B. The Grant reporting materials and electronic links shall be emailed. Recipient shall supply any related reports and information as OSFM may reasonably require.
- D. Insurance.
 - 1) The parties acknowledge and agree Recipient is a unit of local government as defined in ORS 190.003, and may be commercially insured or self-insured.
 - 2) Recipient shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its own acts and omissions under this Agreement. Recipient may satisfy these requirements in any manner allowed by ORS 30.282. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.271. In the event of unilateral cancellation or restriction by the insurance company of Recipient's insurance policy referred to in this paragraph, Recipient, as applicable, shall immediately notify OSFM verbally and in writing. Recipient's coverage limits shall not be less than \$100,000 for any single claimant and \$200,000 for multiple claimants.
 - 3) All employers, including Recipient, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126.
- 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, agreements, 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.
 - 1) Contribution. 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.

- 2) 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.
 - 3) 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.
- I. Return of Unexpended Grant Funds. No later than December 31, 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, B above.
 - J. Recipient Subcontracts. Recipient may enter into subcontracts with subrecipients for performance of the Project. If Recipient enters into a subcontract, Recipient agrees to comply with the following:
 - 1) Subcontracts.
 - i. All subcontracts must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subcontract(s). Use of a subcontract does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its subrecipients performing work under this Agreement to name OSFM as a third-party beneficiary of Recipient's subcontract with the subrecipient.
 - iii. Recipient must report to OSFM any material breach of a term or condition of a subcontract within ten (10) days of Recipient discovering the breach.
 - 2) Subcontract Indemnification.

- i. Recipient's subcontract(s) shall require the other party to such contract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save, and hold harmless State of Oregon, OSFM, and its officers, agents and employees, from and against any and all claims, suits, actions, liabilities, damages, losses, cost, and expenses, including attorneys' fees, of any nature whatsoever resulting from, arising out of or relating to, in whole or in part, the negligent or willful acts or omissions of the other party to Recipient's subcontract or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OSFM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OSFM, be indemnified by the other party to Recipient's subcontract(s) from and against any and all Claims.
- ii. Any such indemnification shall also provide that neither Recipient's subcontractor(s), nor any attorney engaged by Recipient's subcontractor(s) shall defend any claim in the name of OSFM or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subcontractor is prohibited from defending the State, or that Recipient's subcontractor is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subcontractor if the State of Oregon elects to assume its own defense.
- iii. Recipient shall include provisions in each of its subcontract(s) requiring its subcontractor(s) to comply with the indemnification requirements within this Contract Indemnification section.

3) Subcontractor Insurance.

- i. Recipient shall require its subcontractor(s) to meet the minimum insurance requirements provided in Exhibit F. Recipient shall perform a risk assessment for the work to be performed under its contract(s) and may specify insurance requirements for its contractor(s) above the minimum insurance requirements specified in Exhibit F. Recipient shall verify that each of its subcontractor(s) meet the minimum insurance requirements in Exhibit F.
- ii. Recipient shall require its subcontractor(s) to require and verify that all subcontractors carry insurance coverage deemed appropriate based on the risks of the subcontracted work.
- iii. Recipient shall include provisions in each of its subcontracts requiring its contractor(s) to comply with the insurance requirements within this Subcontractor Insurance section.

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 or comply the requirements imposed under this Agreement and that failure continues for a period of 10 business days after written notice specifying such failure is given to Recipient by OSFM. The requirement for ten days' notice and opportunity to cure does not apply if there is a false or misleading representation under subsection A of this section 6. 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. OSFM's 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) Rejecting Recipient's application 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.
- C. 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.
- D. 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.

- E. 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. All communications shall be directed to the Authorized signor on the signature page.

- F. No Construction against Drafter. This Agreement is to be construed as if the parties drafted it jointly.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

- K. 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.

- L. Survival. The following provisions survive expiration or termination of this Agreement: Sections 5.E., 5.F., 5.G., 5.I., 5.J., 7 and 8 and any other provisions that by their nature survive termination.
- M. 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, including all Exhibits.

DESCHUTES COUNTY

STATE OF OREGON,
acting by and through its
Department of the State Fire Marshal

Signature:
Name: Nick Lelack
Title: County Administrator
Date:

Signature:
Name: Bethany Wachtler
Title: Procurement Manager
Date:

Recipient's Fiscal Contact

Name: Nick Lelack
Title: County Administrator
Agency: Deschutes County
Address: PO Box 6005
Address: Bend, OR 97708
Phone: (541) 639-6565
Email: nick.lelack@deschutes.org

OSFM Grant Contact

Name: Shaun Parkman
Title: Grants Manager
Agency: Dept. of the State Fire Marshal
Address: 3991, Fairview Industrial Dr. SE
Address: Salem, OR 97302
Phone: (503) 779-8364
Email: Shaun.parkman@osfm.oregon.gov

**If Fire Agency
Fire Chief's Contact**

Name:
Phone:
Email:

OSFM Grant General Inbox
osfm.grants@osfm.oregon.gov

Recipient's Grant Contact

Name: Kevin Moriarty
Phone: (541) 668-1769
Email: kevin.moriarty@deschutes.org

APPROVED AS TO LEGAL SUFFICIENCY
(Recipient's Legal Counsel, if required for recipient)

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

Signature:
Name:
Title:
Date:

NOT REQUIRED
Senior Assistant Attorney General

EXHIBIT A
PROJECT DESCRIPTION

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. All eligible projects will be separated into two categories: Defensible Space projects and Community Protection projects. See the 2024 CWRR Grant Manual for more information. The defensible space assessments and work needs to follow OSFM's drafted defensible space code described at this link: <https://www.oregon.gov/osfm/Documents/Code%20Language%20Draft.pdf>

Additional defensible space resources are available online at: <https://oregondefensiblespace.org/resources/>

Approved Project Type - Project types are defined in Exhibit B.
Community protection project

Approved Project Description - Details to be outlined in workplan, see Exhibit C example. Recipient's actual workplan is attached in their agreement notification email.

Recipient will contract with private fuels reduction/landscaping companies or utilize county staff and equipment if contractors are not available to implement a 3.5 mile shaded fuel break by reducing ladder fuels on the east side of the Juniper Ridge area.

EXHIBIT B ADDITIONAL REQUIREMENTS AND TIMELINES

RECIPIENT REQUIREMENTS

Refer to the 2024 CWRR Grant Manual (Exhibit D) for original recipient requirements. Those requirements are still expected of all recipients under this grant.

PROJECT TYPE DEFINITIONS

Defensible space projects are focused on wildfire mitigation and **protection in the first 100 feet around buildings**. There should be no treatment at the expense of this grant beyond the first 100 feet of the primary building.

Community protection projects are focused **beyond the first 100 feet from critical infrastructure** to create communitywide fire breaks or other community wildfire mitigation. In some cases, there may be treatment within 100 feet of critical infrastructure as necessary to align with best practices in wildfire mitigation.

HOUSELESS ENCAMPMENTS

Altering or disturbing houseless encampments in any way or otherwise causing the displacement of such camps is unallowable for both project types under this grant.

TREE REMOVAL

To align with the OSFM drafted defensible space code, the grants unit expects recipients of defensible space projects to make a good faith effort to follow the guidance as defined in the OSFM drafted defensible space code, defensible space resources, and OSFM defensible space trainings.

Removal of any tree that has a trunk **greater than 8 inches in diameter** will need to be considered on a case by case basis under this grant funding. Any sapling or tree under 8 inches in diameter will not be subject to this guidance or review.

Recipients **shall obtain prior approval** from the OSFM before removing tree(s)* more than 10 feet (3048 mm) from primary building, other buildings within 50 feet of the primary building, outlets of chimneys, and overhead electrical facilities. Requests may be made by submitting a Tree Removal Exception Form.

Material generated by an approved tree removal, such as limbs, root balls, and log lengths should not be stored within the first 100 feet of the primary building. If the larger material is used for firewood, ensure the firewood pile is at least 30 feet away from buildings or stored in an enclosure.

Recipients may use grant funds to remove tree(s)* within 10 feet (3048 mm) of primary building, other buildings within 50 feet of the primary building, outlets of chimneys, and overhead electrical facilities without approval. The OSFM expects that recipients are following all local, state, and federal rules and regulations regarding tree removal and safety.

FOREST PRACTICES ACT

All activities taking place on private, or state land must comply with the Forest Practices Act (ORS 527.610 to 527.770, 527.990 (1) and 527.992), including work within riparian management areas or other zones with a protected or sensitive status (e.g., wetlands, protected bird sites) and known locations of species listed under the Federal or Oregon Endangered Species Act lists, unless accompanied by a written plan for alternate practice.

HIGH VOLTAGE POWER LINE REGULATION

Recipients are expected to comply with the High Voltage Overhead Line Safety Act as required by Oregon Legislature law.

TIMELINE

This timeline supersedes the original timeline in the grant manual.

Grant application and awarding

- Grant announcement: May 3, 2024
- Grant open for applications: Monday, May 20, 2024
- Grant applications due: Friday, July 19, 2024; 11:59 PM
- Grant award decisions: October 18, 2024
- Grant recipient award intent to award emails: October 31, 2024
- Grant agreement emails begin releasing: November 18, 2024

Recipient Training

- Defensible Space Training hosted in Salem, OR: December 12, 2024

Reporting

- Mid-report due: December 15, 2025
- Project completion: August 31, 2026
- Final report due: October 16, 2026

TRAVEL BUDGET

Recipient is eligible to reimburse individuals who attend the required training hosted in Salem, OR. Individuals attending must be directly involved in the administration of the grant or the defensible space assessment process to be eligible.

- One night lodging at government rate of \$110 per GSA lodging rates for eligible individuals traveling more than 75 miles from their primary workplace.
- Mileage of \$0.67/mile per GSA mileage rates for eligible individuals traveling beyond their normal commute to their primary workplace. (*Most direct travel from primary workplace to 3991 Fairview Industrial Drive SE, Salem, OR 97302.*)
- Meal during training – Before the training, a link will be provided to order lunch. Individuals pay for their own lunch when ordering and are eligible to be reimbursed the state per diem rate of \$17.00 (State Travel Policy 40.10.10). *You will be allowed to order more than \$17.00 but may only be reimbursed up to that amount from the grant.*
- Meals for overnight travel – additional meals may be eligible. Michelle Slay, Grants Coordinator, will support those individuals at the training and provide documentation of what they are eligible to recoup from the grant.

EXHIBIT C
RECIPIENT WORKPLAN TEMPLATE

Individual workplan in agreement notification email.

Community Wildfire Risk Reduction Defensible Space for the Built Environment Grant
Workplan

[Insert Name of Organization/Recipient]

Grant Contact Name, Title

Email

Phone

Fiscal Contact Name, Title

Email

Phone

FRRSs Name, Title

Email

Phone

Michelle Slay, Grants Coordinator

Email

Phone

PROJECT TYPE	
(Insert Project Type) (Insert Project Type Definition)	
PROJECT DESCRIPTION	
(Insert Project Description used in agreement)	

The OSFM is dedicated to serving and protecting Oregon's most vulnerable and historically neglected populations. These populations include but are not limited to people with disabilities, people whose first language is a language other than English, people in economic distress, and people who identify as a race/ethnicity other than white. These populations often require extra consideration and resources to reach including but not limited to translation services and partnering with organizations that already have relationships with these populations. Neglecting to have a specific plan to reach these populations may result in prioritizing populations that are well resourced, already know how to take advantage of government funds, and are comfortable advocating for themselves to the government. All communities, no matter what area of Oregon, have one or more of these vulnerable populations that may need extra consideration.

Detail your plan for reaching and serving these populations below. Include partnerships you will be using to help access these populations. If you need help strategically planning community outreach efforts, contact your Fire Risk Reduction Specialist as soon as possible.

For defensible space projects that are providing residential fuels treatment programs, be specific in what the marketing outreach will be done for vulnerable communities and how they will be notified of the program or application processes to receive support.

For community protection projects consider how you may be communicating within your community the effects of the treatment area you are using this grant for. This is an opportunity to help your community know how these funds are making your community and Oregon more adaptable to wildfire.

Communication and Outreach Plan	
<div>SAMPLE</div>	

OBJECTIVES
Year 1 Objectives <i>(in order of highest priority)</i>
Year 2 Objectives <i>(in order of highest priority)</i>
Year 3 Objectives <i>(in order of highest priority)</i>

MILESTONES	
Year 1 Milestones <i>(in order of highest priority)</i>	
Year 2 Milestones <i>(in order of highest priority)</i>	
Year 3 Milestones <i>(in order of highest priority)</i>	

3 YEAR – BUDGETED EXPENSES			
		Award Amount:	(Insert Award)
Budget Category	Year 1	Year 2	Year 3
Salem Training Travel		NA	NA
Grant Coordination Personnel			
Contractual/Work Crews			
Equipment			
Supplies			
Admin/Indirect Costs			
Other (please explain)			

Salem Training Travel – Recipient is eligible to reimburse individuals who attend the required training hosted in Salem, OR. Individuals attending must be directly involved in the administration of the grant or the defensible space assessment process to be eligible.

- One night lodging at government rate of \$110 per GSA lodging rates for eligible individuals traveling more than 75 miles from their primary workplace.
- Mileage of \$0.67/mile per GSA mileage rates for eligible individuals traveling beyond their normal commute to their primary workplace. (*Most direct travel from primary workplace to 3991 Fairview Industrial Drive SE, Salem, OR 97302.*)
- Meal during training – Before the training, a link will be provided to order lunch. Individuals pay for their own lunch when ordering and are eligible to be reimbursed the state per diem rate of \$17.00 (State Travel Policy 40.10.10) through the grant.
- Meals for overnight travel – additional meals may be eligible. Michelle Slay, Grants Coordinator, will support those individuals at the training and provide documentation of what they are eligible to recoup from the grant. Questions ahead of travel? Email osfm.grants@osfm.oregon.gov

Grant Personnel – this is personnel related to the administration of the grant. (i.e.: not work crews)

Contractual/Work Crews – any subcontract or personnel wages the recipient funds using the grant such as fuels reduction work crews. Supplanting pre-existing work crew costs is unallowable.

Equipment – generally long-term use, valued at more than \$10,000 such as a trailer or chipper.

Supplies – generally low-cost, short-term, or one-time use items.

Admin/Indirect Costs – may not exceed 10% of the total award granted.

Other – use only if you are unsure where to fit an expense in the categories above.

For further details on eligible/ineligible expenses related to this grant, see the [grant manual](#).

EXHIBIT D
2024 CWRR GRANT MANUAL

Here is the link to the Grant Manual, feel free to add the PDF pages directly as well:

<https://www.oregon.gov/osfm/Documents/CWRR%20for%20Communities%20Grant%20Manual.pdf>

EXHIBIT E
RECIPIENT'S ORIGINAL APPLICATION

Attached in agreement notification email.

EXHIBIT F INSURANCE REQUIREMENTS

Recipient shall require its first-tier Contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to:

- i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between Local Government and the Contractors (the "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 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, 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 the 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 the Recipient directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, OHCS requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

INSURANCE TYPES AND AMOUNTS

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than \$500,000 each accident.

If 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, 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:

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must 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 must be written on an occurrence basis in an

amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate limit.

AUTOMOBILE LIABILITY:

Contractor shall provide Automobile Liability Insurance covering 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:

A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the Contractor's primary and Excess liability policies are exhausted.

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.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention (SIR), and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under the Subcontract 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 Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor's ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION:

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

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain Continuous Claims Made coverage, provided the effective date of the Continuous Claims Made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and Agency/Local Government's acceptance of all Services required under the Contract, or
- (ii) Agency or Contractor's termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Recipient shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods and performs any Services required under this Contract. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must 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 and Recipient have the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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

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Community Wildfire Risk Reduction

Defensible Space for the Built Environment Grant

Workplan

Deschutes County

Grant Contact	Fiscal Contact
Kevin Moriarty, County Forester	Nick Lelack, County Administrator
kevin.moriarty@deschutes.org	nick.lelack@deschutes.org
(541) 668-1769	(541) 639-6565
Heather Miller, Fire Risk Reduction Spec.	Michelle Slay, Grants Coordinator
heather.miller@osfm.oregon.gov	osfm.grants@osfm.oregon.gov
(503) 509-3534	(503) 791-1956

PROJECT TYPE
<p>Community protection project</p> <p>Defensible space projects are focused on wildfire mitigation and protection in the first 100 feet around buildings. There should be no treatment at the expense of this grant beyond the first 100 feet of the primary building.</p> <p>Community protection projects are focused beyond the first 100 feet from critical infrastructure to create communitywide fire breaks or other community wildfire mitigation. In some cases, there may be treatment within 100 feet of critical infrastructure as necessary to align with best practices in wildfire mitigation.</p>
PROJECT DESCRIPTION
<p>Refer to the Exhibit A - Project Description found in the agreement. (Pg. 10)</p>

The OSFM is dedicated to serving and protecting Oregon's most vulnerable and historically neglected populations. These populations include but are not limited to people with disabilities, people whose first language is a language other than English, people in economic distress, and people who identify as a race/ethnicity other than white. These populations often require extra consideration and resources to reach including but not limited to translation services and partnering with organizations that already have relationships with these populations. Neglecting to have a specific plan to reach these populations may result in prioritizing populations that are well resourced, already know how to take advantage of government funds, and are comfortable advocating for themselves to the government. All communities, no matter what area of Oregon, have one or more of these vulnerable populations that may need extra consideration.

Detail your plan for reaching and serving these populations below. Include partnerships you will be using to help access these populations. If you need help strategically planning community outreach efforts, contact your Fire Risk Reduction Specialist as soon as possible.

For defensible space projects that are providing residential fuels treatment programs, be specific in what the marketing outreach will be done for vulnerable communities and how they will be notified of the program or application processes to receive support.

For community protection projects consider how you may be communicating within your community the effects of the treatment area you are using this grant for. This is an opportunity to help your community know how these funds are making your community and Oregon more adaptable to wildfire.

Communication and Outreach Plan

OBJECTIVES
Year 1 Objectives <i>(in order of highest priority)</i>
Year 2 Objectives <i>(in order of highest priority)</i>
Year 3 Objectives <i>(in order of highest priority)</i>

MILESTONES	
Year 1 Milestones <i>(in order of highest priority)</i>	
Year 2 Milestones <i>(in order of highest priority)</i>	
Year 3 Milestones <i>(in order of highest priority)</i>	

3 YEAR – BUDGETED EXPENSES			
Award Amount:			75000
Budget Category	Year 1	Year 2	Year 3
Salem Training Travel		NA	NA
Grant Coordination Personnel			
Contractual/Work Crews			
Equipment			
Supplies			
Admin/Indirect Costs			
Other (please explain)			

Salem Training Travel – Recipient is eligible to reimburse individuals who attend the required training hosted in Salem, OR. Individuals attending must be directly involved in the administration of the grant or the defensible space assessment process to be eligible.

- One night lodging at government rate of \$110 per [GSA lodging rates](#) for eligible individuals traveling more than 75 miles from their primary workplace.
- Mileage of \$0.67/mile per [GSA mileage rates](#) for eligible individuals traveling beyond their normal commute to their primary workplace. (*Most direct travel from primary workplace to 3991 Fairview Industrial Drive SE, Salem, OR 97302.*)
- Meal during training – Before the training, a link will be provided to order lunch. Individuals pay for their own lunch when ordering and are eligible to be reimbursed the state per diem rate of \$17.00 (State Travel Policy 40.10.10) through the grant.
- Meals for overnight travel – additional meals may be eligible. Michelle Slay, Grants Coordinator, will support those individuals at the training and provide documentation of what they are eligible to recoup from the grant. Questions ahead of travel? Email osfm.grants@osfm.oregon.gov

Grant Personnel – this is personnel related to the administration of the grant. (i.e.: not work crews)

Contractual/Work Crews – any subcontract or personnel wages the recipient funds using the grant such as fuels reduction work crews. Supplanting pre-existing work crew costs is unallowable.

Equipment – generally long-term use, valued at more than \$10,000 such as a trailer or chipper.

Supplies – generally low-cost, short-term, or one-time use items.

Admin/Indirect Costs – may not exceed 10% of the total award granted.

Other – use only if you are unsure where to fit an expense in the categories above.

For further details on eligible/ineligible expenses related to this grant, see the [grant manual](#).

[illegible]



Community Wildfire Risk Reduction Grant

Defensible Space for the Built Environment

Applicant Details

Organization Type: **County**

Organization Name: **DESCHUTES**

Grant Contact Details

Kevin Moriarty, County Forester

kevin.moriarty@deschutes.org

(541) 668-1769

Nathan Garibay, Emergency Manager

nathan.garibay@deschutes.org

(541) 617-3303

PROJECT DESCRIPTION

PROJECT TYPES

Defensible space projects are focused on wildfire mitigation and protection in the first 100 feet around buildings. These projects will be allocated approximately 70% of the available funds.

Examples include but are not limited to:

- A locally-managed defensible space incentive program for private landowners or residents.
- Direct contracts or work to create fire-resistant landscapes around residential, commercial, and municipal buildings or other critical infrastructure.
- Create or support existing community programs that create defensible space.
- Locally-managed cleanup days, debris disposal days, or chipper programs to support communities creating and maintaining defensible space around buildings.

Community protection projects are focused beyond the first 100 feet from critical infrastructure to create communitywide fire breaks or other community wildfire mitigation.

Examples include but are not limited to:

- Fuel mitigation on municipal or county properties or parks within the built environment
- Communitywide fire breaks or greenways within the built environment that create fire breaks that directly protect vulnerable communities or critical infrastructure.
 - All activities on private or state land must comply with the Forest Practices Act (ORS 527.610 to 527.770, 527.990 (1) and 527.992), including work within riparian management areas or other zones with a protected or sensitive status (e.g., wetlands, protected bird sites) and known locations of species under the Federal or Oregon Endangered Species Act lists unless accompanied by a written plan for alternate practice.

Applicant has applied as a **Community protection project**.

Provide a project narrative:

What is the anticipated reach of the project? Include the number of structures or people directly impacted by the project. Include the ability to leverage other resources to maximize potential impact.

The Juniper Ridge area encompasses approximately 1350 acres of City of Bend and Deschutes County property immediately adjacent to the north end of the City of Bend. This area is primarily undeveloped, however borders rural residential on the east side, industrial and residential on the south side, and US Hwy 97 on the west side. The property also has power, fiber, cellular communication, the Burlington Northern Santa Fe Railroad, and irrigation canal infrastructure that runs through the middle of it. The area is also in very close proximity to three mobile home parks, which cater to persons of lower income and have a higher proportion of those with limited English proficiency. There have been a significant number of human-caused ignitions in the Juniper Ridge area, several of which have impacted all of the aforementioned infrastructure and caused significant impact to the surrounding community as well as both direct and indirect life safety threats to the surrounding community. In 2024, there has been 14 wildfire responses and 48 wildfire responses since 2020. This year the Mile Maker 132 fire (see Map) caused multiple evacuations and power outages in the area.

We propose to implement a 3.5 mile shaded fuel break by reducing ladder fuels on the east side of the Juniper Ridge area. (see Map, red line). The project area within Juniper Ridge is approximately 50 Acres. The reach of the project encompasses the entire Juniper Ridge area and surrounding communities and will help protect communities like JD Estates and communities to the east. The Project also reduces fire risk to first responders and other operational needs for infrastructure. Deschutes County will be matching \$30k on the Deschutes County parcel to implement a fuel treatment to reduce fire risk to the neighboring communities. The City of Bend will be matching \$50K to expand fuel break treatments and pay for secondary treatments like herbicide spraying and reseeding with native grasses on City property.

Specifically, how will your project reach 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, schools, hospitals, or facilities that serve seniors?

Data is inadequate, but there is strong evidence that population includes low income, people living with disabilities, elderly, and children. There is cellular, power, and fiber infrastructure on the property, which if affected causes significant impacts to responders and surrounding community. This occurred in 2020 during a fire in the area that resulted in loss of cellular connectivity and fiber connection for the north end of Bend. Additionally, that incident (as have others) caused the closure of US Hwy 97, which resulted in potential delays for medical assistance to surrounding communities. That incident also caused significant smoke impacts from products of

combustion including non-vegetation fuels which impacted a suburban area, forced the relocation of a shelter. That incident also caused the evacuation of a two mobile home parks, which had a high proportion of both lower income person and persons with limited English proficiency. Reducing available wildland fuels around encampment areas (County funded treatment) and building fuel breaks (proposed treatment) in the area will provide for immediate safety to the disadvantaged communities in and surrounding the area. These fuel breaks will increase the probability of success for firefighters to keep fires small and reduce the impacts to both the disadvantaged communities living in Juniper Ridge but those surrounding it.

Describe the method by which you will engage and outreach to disadvantaged communities?

Specifically, what other government agencies or community-based organizations may you partner with to reach into these communities? What forms of communication will you implement?

Deschutes County and the City of Bend routinely provide outreach to these communities both directly and indirectly. Direct outreach is in the form of Health Services outreach, Sheriff's Office outreach, Project Wildfire outreach and fire prevention personnel. Indirect outreach includes community-based organizations like Central Oregon Veterans Outreach, Neighborhood Impact and the Homeless Leadership Coalition We will continue to provide outreach as it relates to fire prevention education, provision of fire extinguishers, education around alert and warning.

What methods are you proposing to use for plant and tree fuel reduction with these funds?

e.g. Contracting with private landscaping companies, use of existing municipal staff or equipment, prescribed grazing, reimbursement to homeowners, etc.

We will contract with private fuels reduction/landscaping companies or utilize county staff and equipment if contractors are not available to reduce flammable vegetation in along the southern and eastern border of the City parcel. Specifically, we will: Reduce ladder fuels 200 ft on the eastern side of the City of Bend parcels (see Map) Ladders fuels reduction will consist of: 1. Removal of limbs 4-6' from the ground on large trees and felling of small trees (>6" diameter) 2. Mowing and/or brush cutting with gas powered trimmers with brush cutter attachments 3. Swamping brush, limbs, and other material to roadside for chip and broadcast 4. Application of pre-emergent to prevent growth of noxious weeds 5. Where necessary, reseeding with appropriate vegetation to increase landscape resilience. These methods have demonstrated to reduce the rate spread and fire intensity thus reducing risk to populations and resistance to control. Deschutes County and City of Bend will coordinate other fuels reduction projects to align with this project area to increase the effectiveness, scope and scale of landscape treatments.

Which local, state, or community-based organizations will this project be partnering with? Please describe.

Do not include private contractors such as arborists or landscaping companies in this response.

Required: applicants are required to upload a letter of support from the organizations they list in this response.

Response Format: Name of first organization, brief partnership description. Name of second organization, brief partnership description. (and so on...)

Deschutes County (Property Management, Natural Resources, and Sheriff's Office) – Provide project management, scoping, technical support, and where necessary staffing to accomplish work. City of Bend (Property Management, Fire Department, and Emergency Management) – Provide outreach, GIS information for locations of camp concentrations Central Oregon Irrigation District – Provide information on infrastructure and access to easements and road systems

TREATMENT AREA

Community protection project

Community protection project applicants must use the GIS mapping tool provided by the OSFM and answer the following questions:

How did you select this area for treatment?

Provide a summary of the analysis used to select this area for treatment, which partners were engaged in the decision, etc.

This area is deemed a high risk by fire protection, law enforcement, and community-based organizations due to the confluence of wild land fire fuels, significant population of houseless and infrastructure. The area is difficult to access and previous fires in this area as well as similar fuel type spread rapidly and under common conditions have high resistance to control. Partners included Deschutes County, City of Bend, Central Oregon Irrigation District, neighboring Firewise communities, and Oregon Department of Transportation.

Describe the strategic value of this treatment area.

Provide a summary of why this area was chosen. Include research or data that supports the decision and how it ties into your long-term strategic goals related to wildfire mitigation.

The Greater Bend CWPP presents reduction of hazardous fuels as a priority and states that City and County owned land should be treated to a standard consistent with the Urban Interface Fire Protection Act of 1997, which includes establishing a primary fuel break of up to 100 feet around structures. Since the structures associated with houseless communities are typically difficult or impossible to harden, the goal should be at least 100 feet around concentrations of encampments. Fuel breaks should be designed to keep the expected flame length under 4 feet and minimize spotting potential reduce spread to built environment and increase success at initial attack.

SPECIAL NOTE from Grants about house-less/encampment treatment area:

This applicant was made aware that their treatment plan may not interfere with house-less people. They updated their treatment area to build the buffer along the east side of the ridge, much closer to the homes/structures that could be impacted if a fire were to occur.

PROJECT BUDGET

Award request: applicants may request awards between **\$50,000 - \$75,000**.

Administrative costs: up to 10% of the approved award. If you ask for and receive a \$75,000 award, up to \$7,500 of that award amount may be used towards administrative costs.

Personnel costs: staff directly administering the grant. This may be up to .5 FTE (full time equivalency) for grant coordination and administration.

Subcontracts: these are contracts with arborists, landscape, or equipment rental companies, etc. Staff hired through other organizations to complete treatment would fall under a subcontract, not personnel.

Equipment: most funds should be spent on defensible space/fuel mitigation, not on equipment. \$5,000 or more per piece of equipment.

Supplies: generally one-time or short-use and support the defensible space/fuel mitigation efforts. Such items as gloves, eye protection, or other PPE. Light tools or handheld equipment.

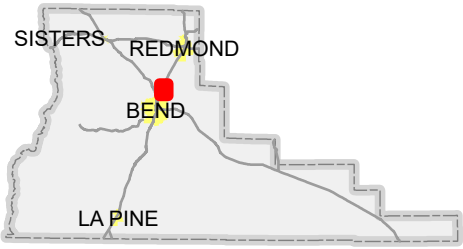
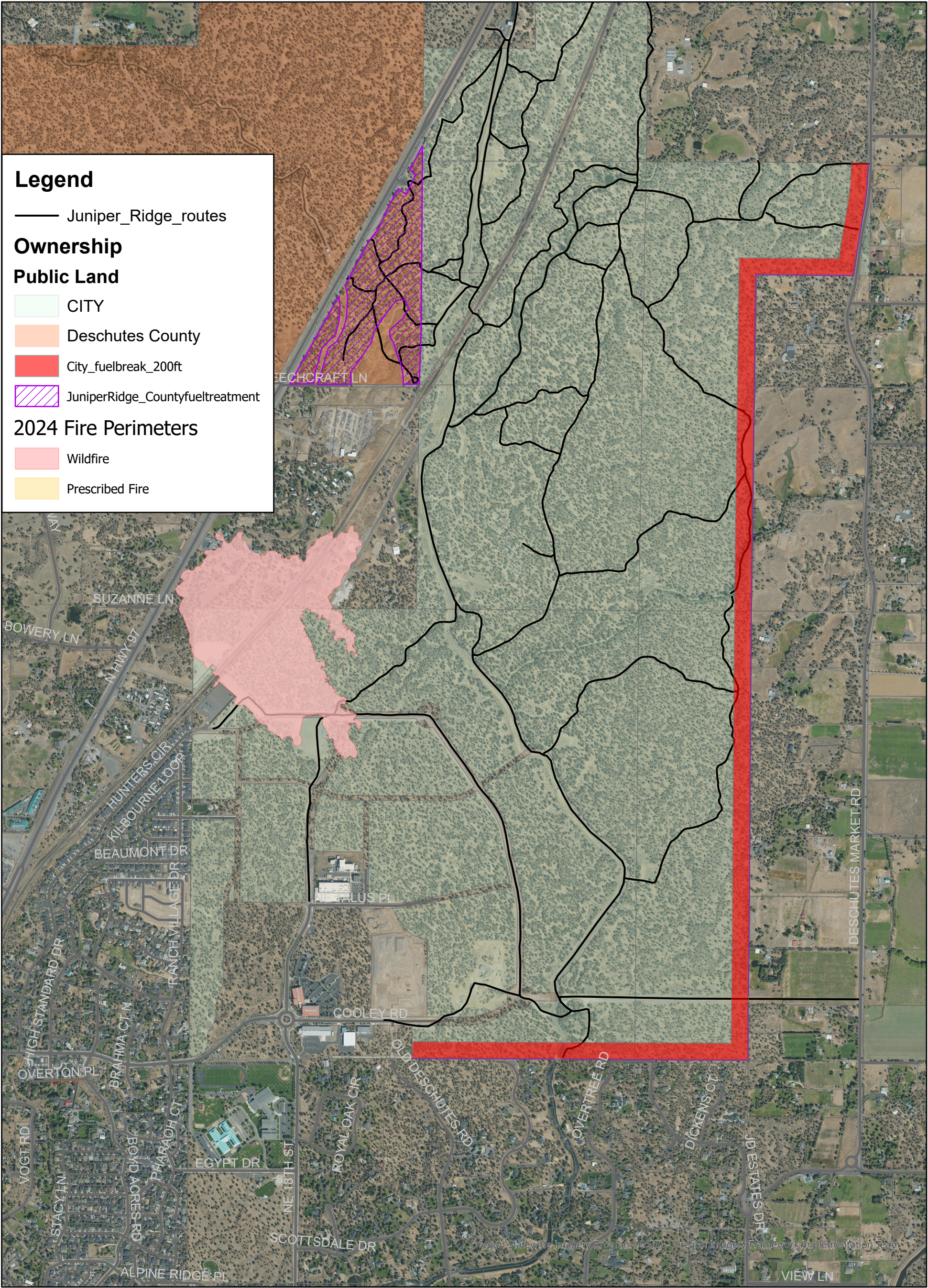
Other: If you have expenses that do not fit in the listed categories, you will be prompted to explain.

For all budget values, use whole numbers (e.g., 5000), no symbols or punctuation.

Administrative Costs	\$7500
Personnel Costs	\$0
Subcontracts	\$67500
Equipment	\$0
Supplies	\$0
Other	\$0
Total Request	\$75000

Response to "other:"

Juniper Ridge Fuel Reduction Project



Map Prepared by Deschutes County
Natural Resources
Kevin Moriarty
61150 SE 27th St., Bend, OR
541-322-7117



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 2, 2024

SUBJECT: FY 2026 Preliminary General Fund Budget Discussion

RECOMMENDED MOTION:

Direct staff to prepare the County's FY 2026 budget with items 1-6 as presented, or with modifications, to contribute to the future financial sustainability in the General Fund.

BACKGROUND AND POLICY IMPLICATIONS:

The General Fund is facing a structural imbalance, and long-term projections indicate a potential budget shortfall as early as Fiscal Year 2027, unless corrective action is taken. In response, Finance and Administration are implementing a series of strategies for the County's FY 2026 budget aimed at achieving long-term sustainability through targeted savings and controlled growth within the General Fund.

Finance staff have developed modeling scenarios that incorporate a 3.3% growth in General Fund departmental expenditures in FY 2026 (4.0% in FY27 and 5.0% thereafter), along with several strategic modifications and realignments identified to benefit the General Fund. These measures, outlined below, will generate approximately \$967,000 in annual savings. Together, these two strategies will help achieve structural balance and financial sustainability within the General Fund for the next nine years.

Staff seeks Board direction on the following proposed adjustments for recurring expenditures in the County's General Fund. The Board's direction on these items will help staff to prepare the FY 2026 budget. If the proposed adjustments are not approved as presented, staff will need to adjust the target growth rate for departmental expenditures or identify other savings in order to ensure financial sustainability.

1. Shift two Behavioral Health positions from the General Fund to Behavioral Health's budget and use BH reserve if needed to cover costs, which are approximately \$334,000 annually.
2. Remove CDD Transfer for Hearings Officer - \$100,000 per year. This cost will be absorbed and incorporated into existing fees. CDD staff will provide fee modeling to quantify the impact of this change.
3. In 2024, the Board allocated \$500,000 of Video Lottery funds in support of core

County services. Staff proposes that this year, the Board maintain a similar allocation of funds to support core county services. This would be achieved by moving \$480,000 of debt service from the General Fund to Video Lottery.

- Jail Expansion Debt Service of \$260,000 per year (Matures in 2038) and Jamison Property (P&P) of \$220,000 per year (Matures in 2028).
- 4. Move \$12,500/year Eastern Oregon County Membership to BOCC budget.
- 5. Reduce transfer to Assessor/Clerk/Tax Reserve Fund. This reserve fund is designated for the eventual replacement of the County's Assessment and Taxation software. Currently, the fund has a balance of \$2 million, and while a portion of the replacement will need to be debt-financed, this strategy will free up these funds in the short term for General Fund operations.
 - Option 1: Reduce from \$120,000 to \$80,000 in FY26; \$40,000 in FY 27 and eliminate the transfer in FY28 and beyond.
 - Option 2: Eliminate \$120,000 transfer beginning in FY26, which could partially offset another item.
- 6. No external commitments of General Fund.

Alternatively, Transient Room Tax (TRT) funds could be used for items 2 and 3 if proposed approach wasn't approved; however, this would reduce the amount the TRT fund could contribute to the Capital Reserve Fund. Additionally, approval for other strategic reallocations related to the TRT fund will be forthcoming at a later date.

BUDGET IMPACTS:

Approval of these proposed adjustments will generate \$967,000 in annual savings and help the County achieve structural balance and long-term financial sustainability within the General Fund.

ATTENDANCE:

Robert Tintle, Chief Financial Officer
 Cam Sparks, Budget & Financial Planning Manager
 Whitney Hale, Deputy County Administrator