

**TITLE III GRANT AGREEMENT
TILLAMOOK COUNTY AND OREGON DEPARTMENT OF FORESTRY
TILLAMOOK COUNTY YARD DEBRIS PROGRAM**

This Grant Agreement is made and entered into, in duplicate originals, by and between Tillamook County, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter "County" and the OREGON DEPARTMENT OF FORESTRY, hereinafter "Recipient". County and Recipient intend to contract for use of Title III funding for the Tillamook County Yard Debris Program, hereinafter "Project". The mutual promises of each are given in exchange and as consideration for the promises of the other.

RECITALS

Whereas, County awarded Title III funds under and in accordance with the Secure Rural Schools and Community Self-Determination Act of 2000 (P.L. 110-343 as amended by P.L. 115-141), hereinafter "Act", to Recipient to be used for the Project, as more particularly described in the attached Exhibit A;

Whereas, Project is within the authorized uses under the Act as follows: (1) to carry out activities under the Firewise Communities program; and (2) to develop and carry out community wildfire protection plans.

NOW THEREFORE,

WITNESSETH

In consideration of the foregoing and of the mutual covenants, promises and undertakings hereinafter set forth, the parties agree as follows:

1. AGREEMENT

County promises to pay for and Recipient promises to provide, the goods and/or services described in Exhibit A, according to the provisions of this Agreement.

2. AGREEMENT PRICE & AMOUNT

The price for the services and/or goods provided by Recipient shall be Forty-Nine Thousand and 00/100 Dollars (\$49,000.00). Subject to the terms and conditions of this Agreement, County shall disburse the grant funds to Recipient on an expense-reimbursement basis only after County's receipt and approval of invoices and project reports outlining expenses incurred from Recipient.

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3. AGREEMENT TERM

The term or period of this Agreement between the County and Recipient shall begin July 6, 2022 and expire on December 31, 2023 or when all monies are expended.

4. AGREEMENT DOCUMENTS

The following documents comprise the Agreement and are incorporated herein by reference in their entirety.

- 4.1 Exhibit A – Secure Rural Schools and Community Self-Determination Act of 2000, Title III – County Funds (P.L. 110-343 as amended by P.L. 115-141) Project Submission Form

5. TERMINATION

5.1 Without Notice

This Agreement shall terminate without any requirement of notice to either party when the first of the following events occurs:

5.1.1. The parties mutually consent to termination in writing.

5.1.2. The Agreement term ends.

5.2 With Notice

This Agreement may also end and notice shall be served as required when:

5.2.1. Any party breaches any duty, term, or condition of this Agreement.

5.2.2. Any party commits a fraud or misrepresentation upon the other party.

5.2.3. Public funds are no longer available to support this Agreement.

5.2.4. Thirty (30) days' written notice is given by either party.

6. NON-DISCRIMINATION

Recipient shall comply with all applicable Federal, State and local laws, rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.

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7. NOTICES

Any notice required or permitted under this Agreement shall be in writing.

7.1 Notices shall be deemed given when:

7.1.1. Actually delivered in person; or

7.1.2. Three (3) days after deposit in the United States post office, certified mail, postage prepaid, addressed to the other party at their last known address.

7.2 Notices, invoices, and payments sent by mail shall be addressed as follows:

AGENCY: OREGON DEPARTMENT OF FORESTRY
Attn: David Helmricks
5005 Third Street
Tillamook, Oregon 97141
503-842-2545
david.a.helmricks@oregon.gov

COUNTY: TILLAMOOK COUNTY BOARD OF COMMISSIONERS
Attn: Isabel Gilda
201 Laurel Avenue
Tillamook, Oregon 97141
(503) 842-3431
igilda@co.tillamook.or.us

8. GENERAL PROVISIONS

8.1 Modification

The rights and duties under this Agreement shall not be modified, delegated, transferred or assigned, except upon the written signed consent of the parties.

8.2 Attorney Fees

Attorney fees, costs and disbursements necessary to enforce this Agreement through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.

8.3 Legal Representation

In entering into this Agreement, each party has relied solely upon the advice of their own attorney. Each party has had the opportunity to consult with counsel or now waives that right. Each party represents and

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warrants to the other that they are fully satisfied with the representation received from their respective attorneys.

8.4 Language

The headings of the Agreement paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.

8.5 Integration

This Agreement supersedes all prior oral or written agreements between the parties regarding this site. It represents the entire Agreement between the parties. Time is of the essence in all terms, provisions, covenants and conditions in this Agreement.

8.6 Savings

Should any clause or section of this Agreement be declared by a Court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.

8.7 Jurisdiction; Law

This Agreement is executed in the State of Oregon and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the parties.

8.8 Liability; Indemnification

Each party shall indemnify and hold harmless the other party from all claims, costs, damages or expenses of any kind, including attorney fees and other costs and expenses of litigation for personal or property damage arising out of that party's performance required by this Agreement.

ACKNOWLEDGEMENT: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS REAM UNDERSTANDS AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACUTAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN AGREEMENT.

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Approved as to form and content this 6th day of July, 2022.


Contract Officer

Dated this ____ day of _____, 2022.

RECIPIENT: OREGON DEPARTMENT OF FORESTRY

Kate J. Skinner, District Forester
5005 Third Street
Tillamook, Oregon 97141
503-842-2545
kate.j.skinner@oregon.gov

Dated this ____ day of _____, 2022.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

	Aye	Nay	Abstain/Absent
_____ David Yamamoto, Chair	___	___	___/___
_____ Erin D. Skaar, Vice-Chair	___	___	___/___
_____ Mary Faith Bell, Commissioner	___	___	___/___

ATTEST: Tassi O'Neil
 County Clerk

APPROVED AS TO FORM:

By: _____
Special Deputy

William K. Sargent
County Counsel

**Oregon Department of Forestry
Tillamook District**

Application for:

**Tillamook County
Secure Rural Schools and Community Self-
Determination Act of 2000, Title III –
County Funds
FY 2021/2022**

Received

APR 20 2022

Tillamook County
Board of Commissioners

TILLAMOOK COUNTY

SECURE RURAL SCHOOLS AND COMMUNITY SELF- DETERMINATION ACT OF 2000, TITLE III – COUNTY FUNDS

(P.L. 110-343 as amended by P.L. 115-141)

PROJECT SUBMISSION FORM (FY 2021/2022)

NAME OF PROJECT: Tillamook County Yard Debris Program

DATE SUBMITTED: 4/22/22

PROJECT SPONSOR: Oregon Department of Forestry

SPONSOR'S ADDRESS: 5005 Third St. Tillamook, Or. 97141

CONTACT PERSON: David Helmricks

PHONE: 503-842-2545

E-MAIL ADDRESS: David.a.helmricks@odf.oregon.gov

Project is authorized under the following category (see "Allowable Uses" attached):

- 1. Activities under the Firewise Community program
- 2. Search & Rescue and other Emergency Services on Federal forest lands
- 3. Training & Equipment Purchases directly related to Category 2
- 4. Develop & Carry Out Community Wildfire Protection Plans

PROJECT LOCATION: County Wide

Other Identifiers (Geographic location, Road name or number, Stream name):

PROJECT DESCRIPTION: Enables landowners to create their own defensible space while providing a service at a zero cost to remove fuels from around their homes.

PROJECT GOALS AND OBJECTIVES: Goal of the project is to provide an opportunity to remove fuels and dispose in a manor other than burning during a heighten fire risk. Another goal of the project is to use the principles of the Firewise Communities program and the Tillamook County Community Wildfire Protection Plan (CWPP) as a basis to work from. Another goal of the project is to promote the Firewise Communities program through education, outreach, and prevention. The final goal is to revise and update the Tillamook County CWPP.

Is there an opportunity to tie this Project to an associated Title II Project? Explain: No

Proposed Method of Accomplishment:

- Contract
- Volunteers
- Agency (ODF) Employees

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- County – David McCall – Tillamook County Solid Waste
- County Corrections (Adult or Juvenile)
- Non-Profit Organization
- Other: Tillamook County Homeowners

Current status of project preparation: Completed

Contact person(s) and title for project-specific documentation: David Helmricks

Contact's telephone number: 503-842-2545

How does Project meet the purpose of the Legislation? Helps by reducing the number of fuels around and near homes within the county and near Federal lands. Focusing on the use of the principles of the Firewise Community Program and in conjunction with the Tillamook County CWPP. The project will be an investment in the rural community to help in maintaining healthy communities from wildfire. Also, the Tillamook CWPP will be revised and updated.

How does the Project benefit your Community? The project will benefit the community by giving the homeowners a way of disposing their yard debris in a safe manner and reduce nuisance smoke. It provides an opportunity before and during Fire season and the County wide burn ban that happens every year during the heighten fire danger. It will also benefit the community by reducing the amount of yard debris pile burning prior to, during and after fire season and the amount of possible hold over fires. The project will also use the Firewise Community Program principles to reduce the number of fuels around homeowner's houses and properties to help improve their defensible space from wildfires. The project will also help educate and engage members of the community in fire prevention and defensible space while using the Firewise Community Program.

How does the Project improve cooperative relationships among people who use Federal lands and the Federal Management Agency? It will help improve the relationships by reducing the amount of time and effort of resources having to focus on protecting homes and structures in the case of a wildfire that was started on Federal lands or that on private lands that spread to or from either property.

Anticipated cost of the Project (itemize):

- Review and Consultation Costs: \$n/a
- Engineering Costs: \$n/a
- Contact Preparation and Administration Costs: \$n/a
- Materials and Supplies: \$1,000 Debris Voucher Printing;
\$2,000 Prevention & Education Materials

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- Monitoring: \$n/a
 - Other Costs: \$500 Home & Garden Show Booth rental; \$500 Fair Booth rental; \$89,500 Debris Collection Fees
 - Indirect Costs (overhead): \$2,500 Home & Garden show; \$5,000 Fair Booth
- TOTAL COST ESTIMATE: \$101,000

ESTIMATED START DATE OF PROJECT: August 1st, 2022

ESTIMATED COMPLETION DATE OF PROJECT: December 31st, 2022

TOTAL FTE: 1 in kind

Identify sources of other funding for Project (including amounts): Oregon Department of Forestry will be providing the funding for most of the other overhead cost except for the cost that will be used during the Home & Garden Show and Fair Booth

Expected project accomplishments and/or outcomes: To reduce fuels around homes within the county and near Federal Forests from the threat of wildfires spreading to or from private landowners or Federal Forests. An expected outcome is to engage homeowners in Firewise Community program and create defensible space through education and prevention.

Explain how the Project will create or produce a benefit to the Federal resource: To reduce the number of fuels near or around homes to prevent the spread of fires from private homeowners' property or the spread of fires from Federal Forests to private homeowners property. The fuels reduction will be focus on the principles outline within the Firewise Communities Program and the Tillamook County CWPP.

Describe the monitoring and reporting plan to measure outcome (What measure or evaluation will be made to determine how well the proposed project meets the desired objectives?): After each 7-month period, we will report back with the total tonnage that was brought to the transfer stations, the number of debris vouchers and homeowners that used, and the total cost of the program. Also, we will be providing home assessments to homeowners upon request and documenting the number and location of these that are conducted.

Other comments: This program was successfully funded during the years of 2013-15 and 2018-2021. We worked with David McCall at the Tillamook County Solid Waste Department and the three-transfer station during the multiple years. The program brought in almost 800 tons in 2013-2015 and 2,500 tons in 2018-2021 of yard debris from around the county. We have had a lot of the community support with the program and statements saying that this is a great program for the county. The project provided an easy way for homeowners to easily dispose of their yard debris. Also, it provides an easy avenue for

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education, prevention, and outreach opportunity focusing on the Firewise Community program and the Tillamook County CWPP.

If a grant is awarded, I understand that the grant funds will be on an expense-reimbursement basis only after County's receipt and approval of all invoices and project reports outlining expenses incurred. EW (initial)

Submitted to Tillamook County by:



Authorized Signature

Ed Wallmark

Print Name

Acting District Forester

Title

TILLAMOOK COUNTY

Title III: Allowable Uses

(P.L. 110-343 as amended by P.L. 115-141)

Sec. 3. Definitions

(7) FEDERAL LAND.

The term 'Federal land' means—

- (A) land within the National Forest System, as defined in section 11(a) of the Forest and Rangeland Renewable Resources Planning Act of 1974 (16 U.S.C. 1609(a)) exclusive of the National Grasslands and land utilization pursuant to the Act of July 22, 1937 (7 U.S.C. 1010–1012); and
- (B) such portions of the revested Oregon and California Railroad and reconveyed Coos Bay Wagon Road grant land as are or may hereafter come under the jurisdiction of the Department of the Interior, which have heretofore or may hereafter be classified as timberlands, and power-site land valuable for timber, that shall be managed, except as provided in the former section 3 of the Act of August 28, 1937 (50 Stat. 875; 43 U.S.C. 1181c), for permanent forest production.

Sec. 302. Use

(a) Authorized uses

A participating county, including any applicable agencies of the participating county, shall use county funds, in accordance with this title, only—

(1) to carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires;

(2) to reimburse the participating county for search and rescue and other emergency services, including firefighting and law enforcement patrols, that are—

(A) performed on **Federal land** after the date on which the use was approved under subsection (b);

(B) paid for by the participating county;

(3) to cover training costs and equipment purchases directly related to the emergency service described in paragraph (2); and

(4) to develop and carry out community wildfire protection plans in coordination with the appropriate Secretary concerned.

(b) Proposals

A participating county shall use county funds for a use described in subsection (a) only after a 45-day public comment period, at the beginning of which the participating county shall—

(1) publish in any publications of local record a proposal that describes the proposed use of the county funds; and

(2) submit the proposal to any resource advisory committee established under section 205 of this title for the participating county.