

**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 Fifty Thousand Three Hundred Ninety-Seven and 00/100 Dollars (\$50,397.00). 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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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: Walter Waibel
5005 Third Street
Tillamook, Oregon 97141
503-842-2545
Walter.G.Waibel@odf.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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Approved as to form and content this 5th day of August, 2022.


Contract Officer

Dated this 8th day of August, 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

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 – ROUND 2)

NAME OF PROJECT: Tillamook County Yard Debris Program

DATE SUBMITTED: 5/18/22

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 manner other than burning during a heightened 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

Page 1 of 5 – FY 2021/2022 Grant Cycle – ROUND 2

TILLAMOOK COUNTY

- Monitoring: \$n/a
- Other Costs: \$500 Home & Garden Show Booth rental; \$500 Fair Booth rental; \$59,397 Debris Collection Fees
- Indirect Costs (overhead): \$2,500 Home & Garden show; \$5,000 Fair Booth

TOTAL COST ESTIMATE: \$70,897

ESTIMATED START DATE OF PROJECT: September 1st, 2022

ESTIMATED COMPLETION DATE OF PROJECT: December 31st, 2024

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