



Daniel Nibouar

Director

Disaster Management
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December 5, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Subrecipient Grant Agreement with Clackamas County Fire District No. 1 for wildfire risk reduction. Total Agreement Value is \$549,356 for 2 years. Funding is through the US Department of Agriculture and Bureau of Land Management. No County General Funds are involved.

Previous Board Action/Review	N/A		
Performance Clackamas	1. Healthy, Safe & Secure Communities		
Counsel Review	11/04/24 AN	Procurement Review	N/A
Contact Person	Daniel Nibouar, Director	Contact Phone	503-655-8665

EXECUTIVE SUMMARY:

Clackamas County communities are facing increased wildfire risks due to impacts in areas identified as the Wildland Urban Interface (WUI) in the 2024 Clackamas Community Wildfire Protection Plan (CCWPP), and the County seeks program support for implementation of the CCWPP to reduce wildfire risks.

The County receives federal funds from the Bureau of Land Management (BLM) and U.S. Forest Service (USFS) under Title III of the Secure Rural Schools and Community Self-Determination Act (SRS) of 2000, 16 USC sec. 7141-7144, which may be used for fire prevention and county planning activities, such as developing community wildfire protection plans or activities under the FireWise Communities program.

The County will provide SRS Title III funding to Clackamas Fire District No.1 (CFD1), to implement the CWPP by facilitating the Wildfire Collaborative Group across all fire districts in Clackamas County and to support the FireWise Communities program, as a wildfire risk mitigation measure. The Agreement with CFD1 is effective beginning on September 01, 2024 and all eligible work must be completed by September 30, 2026.

RECOMMENDATION:

Staff respectfully recommends BCC approval of the subrecipient grant agreement.

Respectfully submitted,

Daniel Nibouar, Director

For Filing Use Only

CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT DM-24-047	
Project Name: Clackamas County Fire District No. 1 (CFD#1) CWPP Fuels Reduction	
This Agreement is between Clackamas County , Oregon, acting by and through its Office of Disaster Management ("COUNTY"), and Clackamas County Fire District No. 1 ("SUBRECIPIENT").	
Clackamas County Data	
Grant Accountant: Marne Anderson	Program Manager: Jay Wilson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5418 manderson@clackamas.us	Clackamas County – Disaster Management 1710 Red Soils Court, Suite 225 Oregon City, OR 97045 (503) 209-2812 jaywilson@clackamas.us
Subrecipient Data: Clackamas County Fire District No.1	
Finance/Fiscal Representative:	Program Representative:
Name: Michael Wong Address: 11300 SE Fuller Rd City, State Zip: Milwaukie, OR 97222 Phone: 503.742.2656 Email: Michael.wong@clackamasfire.com	Name: Brent Olson Address: 11300 SE Fuller Rd City, State Zip: Milwaukie, OR 97222 Phone: 971.221.6290 Email: brent.olson@clackamasfire.com
UEI: FXBAK3KD6LH8	

RECITALS

1. Clackamas County communities are facing increased wildfire risks due to impacts from climate change and development pressures, particularly in areas identified as the Wildland Urban Interface (WUI) in the 2024 Clackamas Community Wildfire Protection Plan (CCWPP), and COUNTY seeks program support for implementation of the CCWPP to reduce said risks.
2. SUBRECIPIENT has, in the past, provided services that help reduce fire fuels, and is currently helping to implement the CWPP by facilitating the Wildfire Collaborative Group across all fire districts in Clackamas County.
3. Under Assistance Listing Number ["ALN"] #: 15.234 issued to COUNTY by the Department of Agriculture, Bureau of Land Management (BLM) and ALN# 10.665 Department of the Interior, U.S. Forest Service (USFS) COUNTY receives federal funds under Title III of the Secure Rural Schools and Community Self-Determination Act (SRS) of 2000, 16 USC sec. 7141-7144, which may be used for search, rescue, and emergency services performed on federal land and fire prevention and county planning activities, such as developing community wildfire protection plans or activities under the FireWise Communities program, pursuant to 16 USC sec. 7142(a).
4. COUNTY desires to provide SRS Title III funding to SUBRECIPIENT, and SUBRECIPIENT desires to accept said funding, in SUBRECIPIENT's efforts to support the FireWise Communities program, which SUBRECIPIENT has identified as a wildfire risk mitigation measure.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this "Agreement") the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on September 30, 2026, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **September 01, 2024** and expiring **September 30, 2026**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Exhibit A, Subrecipient Statement of Program Objectives & Performance Reporting, attached hereto and incorporated by reference herein. SUBRECIPIENT agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall perform all activities and programs in accordance with the requirements of the **Title III of the Secure Rural Schools and Community Self-Determination Act (SRS), 16 USC sec. 7141-7144**, that is the source of the grant funding, and other required terms and conditions in the Exhibits, which are attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State and Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement are the Title III of the Secure Rural Schools and Community Self-Determination Act (SRS), 16 USC sec. 7141-714 under Assistance Listing Number ["ALN"] #: 15.234) issued to COUNTY by the U.S. Department of Agriculture, Bureau of Land Management (BLM) and 10.665 by the Department of the Interior, US Forest Service (USFS). The maximum, not to exceed, grant amount COUNTY will pay is **\$549,356.00**. This is a cost reimbursement grant, the award is conditional, and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D, Reimbursement Request. Failure to comply with the terms of this Agreement may result in COUNTY holding SUBRECIPIENT in default and pursuing all rights and remedies available to COUNTY at law, in equity, or under this Agreement including, but not limited to, withholding of payment. Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination period in Section 1 if award conditions are not met.
 - 4.1. Maximum from U.S. Dept of Ag-USFS ALN 10.665 is \$307,936.01.
 - 4.2. Maximum from U.S. Dept of the Interior-BLM ALN 15.234 is \$241,419.99.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date of eligible services period, as identified in Section 1 above, or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term as follows:
 - a. At COUNTY's discretion, upon thirty (30) days' written notice to SUBRECIPIENT;

- b. Upon SUBRECIPIENT's default under this Agreement, following thirty (30) days' written notice with an opportunity to cure;
- c. Upon mutual agreement by COUNTY and SUBRECIPIENT;
- d. Immediately upon written notice provided by COUNTY that BLM or USFS has determined funds are no longer available for this purpose; or
- e. Immediately upon written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement; or
- f. As otherwise provided under 2 CFR 200.340

Upon completion of improvements or upon termination of this Agreement, any unexpended balances shall remain with COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

- a. Has already accrued hereunder;
- b. Comes into effect due to the expiration or termination of the Agreement; or
- c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.

10. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft

specifications, requirements, statements of work, and/or Requests for Proposals (“RFP”) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

- d) SUBRECIPIENT shall, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.
- e) **Contracting with Small and Minority Businesses, Women’s Business Enterprises, Veteran-owned businesses, and Labor Surplus Area Firms.** SUBRECIPIENT shall take all necessary affirmative steps to assure that small & minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible, when contracting for services or soliciting for potential resources, per 2 CFR 200.321.

11. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY’s next fiscal year, COUNTY’s obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and defend COUNTY, and its elected officials, officers, employees, and agents, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon (1) SUBRECIPIENT’s negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT’s control; or (2) SUBRECIPIENT’s acts or omissions in performing under this Agreement including, but not limited to, any claim by State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT’s actions, employees, agents or otherwise with respect to those under its control.
- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between COUNTY and SUBRECIPIENT that arises out of or relates to the

performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. SUBRECIPIENT, by execution of this Agreement, hereby consents to the personal jurisdiction of the courts referenced in this section.

- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- m) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- n) **Survival.** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Article II, Sections 3, 7, 11 (a), (b), (c), (f), (g), (i), (j), (k), (l), and (m), and all other rights and obligations which by their context are intended to survive.

12. Exhibits and Attachments.

This document is comprised of the following exhibits and attachments:

- Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Payment Request
- Exhibit E: General Administrative and Federal Terms and Conditions
- Exhibit F: Insurance Requirements
- Exhibit G: Final Financial Report
- Exhibit H: 2 CFR 200.332(a) Required Information
- Exhibit I: Residual Supplies Inventory
- Exhibit J: Related FAQs

If a conflict exists between the main body of this Agreement and the Exhibits, the Exhibits shall

Clackamas County Fire District No. 1 (CFD#1)
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control.

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CLACKAMAS COUNTY

Clackamas County Fire District No. 1

By: _____

By: 


Its: _____

Its: Division Chief - Wildland

Dated: _____

Dated: 10/30/2024

Approved to Form

By: 
County Counsel

Dated: 11/04/2024

EXHIBIT A
SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING

PROGRAM NAME: <i>CFD1 CWPP Fuels Reduction</i> ALN # 15.234 (BLM) and 10.665 (USFS)	AGREEMENT No. DM-24-047
SUBRECIPIENT: Clackamas County Fire District No. 1	

Allowable Activities (Federal Program Requirements)

Activities to implement the 2024 Clackamas Community Wildfire Protection Plan:

- Hazardous fuels reduction projects such as creating fuel breaks outside the home ignition zone, creating water sources for fire-fighting purposes, and establishing a 911 emergency response system.
- Wildfire mitigation assessments of the homes in an at-risk neighborhood identified in the CWPP.
 - The 10 ESRI licenses are to provide each county fire department to have access within ESRI to input data for their respective jurisdictions with an emphasis on Structural Triage, Fuels reduction projects and Home Ignition Zone (HIZ) assessments. This is correlated on page 68-69 of the 2024 CCCWPP for data collection. This data would be centralized for future CWPP updates so all agencies are coordinated.
- Tree removal, tree trimming, or removal of dried grass and brush and other such vegetation identified as contributing to fire risk in the CWPP.
- Removing hazardous fuels along powerline rights-of-way identified in the CWPP, regardless of the person or entity responsible for the removal.
- Conducting a community volunteer work day focused on implementing fire mitigation measures outlined in a CWPP.

Support Firewise Communities program through the following activities:

1. Educate homeowners in fire-sensitive ecosystems about techniques in siting (positioning or locating) a home, constructing a home, landscaping and maintenance around a home that will decrease the risk of injury or death and decrease the risk of damage or destruction of a home as a result of a wildfire in the area surrounding a home, or
2. Assist homeowners in implementing these techniques.

Examples of mitigation assistance to homeowners include:

- Assisting communities with Firewise planning, including conducting a Firewise community assessment;
- Hosting “clean-up days” to encourage homeowners to remove brush and other vegetation from around their homes;
- Assisting communities with applications for Firewise Communities recognition;
- Providing grants or partial funding for removal of vegetation from around homes;
- Salary and transportation costs for youth crews removing vegetation from around homes;
- Supervision, transportation and related costs for parolees or prisoners removing vegetation from around homes; and
- Providing chippers to treat hazardous vegetation within the home ignition zone.

Reporting Requirements

Monitoring and Reporting Plan to Measure Outcomes

Measurement of outcomes will be determined by as follows:

1. A full-time SUBRECIPIENT staff person will be assigned to monitor the effectiveness of SUBRECIPIENT’s efforts and will provide a comprehensive project-end report within 90 days of the end of this agreement to evaluate accomplishments and objectives.

2. SUBRECIPIENT will lead and coordinate the Clackamas Wildfire Collaborative (CWC), the Highway 26 Wildfire Partnership through the creation of CWC and Partnership meeting agendas, distributing meeting minutes and the creation/maintenance of a CWC webpage. The focus will be to engage the many partners, landowners and agencies within the County, acting as the primary conduit for communications between these different entities. Partnership and Co-Op meetings are to be held monthly excluding August and September due to fire season.
3. SUBRECIPIENT will utilize crew to perform fuel mitigations and removal around homes and other infrastructure with emphasis on disadvantaged persons and communities.
4. SUBRECIPIENT will inventory previous and current prevention and mitigation work and document by status: started, completed, and needs to be completed to meet strategic goals set forth by the Clackamas County CWPP.
 - a. The ESRI software licenses will be used to geocode all allowable activities and support planning for future mitigation work, as per outlined in the CWPP.
5. SUBRECIPIENT will plan and coordinate at least (4) community wildfire outreach events with a specific focus on Home Ignition Zone (HIZ) hardening, wildfire evacuation routes, and biomass cleanup within the project period.
6. SUBRECIPIENT will coordinate with landowners and partners to complete a least 50 HIZ assessments within the project period.
7. SUBRECIPIENT will coordinate and hire 3rd party contractors for biomass removal. This will consist of at least (16) public woody debris collection days within the County within the project period.
8. SUBRECIPIENT will purchase and track supplies, consumables and IT infrastructure to be utilized in support of personnel surrounding this project.

EXHIBIT B
SUBRECIPIENT Program Budget

PROGRAM NAME: <i>CFD1 CWPP Fuels Reduction</i> ALN # 15.234 (BLM) and 10.665 (USFS)	AGREEMENT No. DM-24-047
SUBRECIPIENT: Clackamas County Fire District No. 1	

2024-2026 Title III Budget				
ITEM	COST		QUANTITY	TOTAL
Personnel				
Clackamas Wildfire Collaborative coordinator position (contracted)	\$ 75.00	hour	3160	\$ 237,000.00
Debris Disposal (ACB contractor & site personnel)	\$ 2,720.00	day	8	\$ 21,760.00
Fuels Reduction work (22 person crew)	\$ 792.00	hour	334.7	\$266,850
Software/Licenses				
ESRI licenses for county FDs - Plot Data collection	\$ 400.00	Each	10	\$ 4,000.00
Project mgmt subscription (annual)	\$ 180.00	annual	3	\$ 540.00
Supplies & Services				
Fuel Reduction work consumables (fuel, chain, files, etc.)	\$ 50.00	day	24	\$ 1,200.00
vehicle use - GSA mileage rate in effect at time of travel	\$ 0.67	miles	6800	\$ 4,556.00
Chipper rental	\$ 1,650.00	week	5	\$ 8,250.00
Personal Protective Equipment (gloves, eye protection, ear protection, etc.)	\$ 1,200.00	Each	1	\$ 1,200.00
Miscellaneous supply (write in the rain paper, flagging, road signage, etc.)	\$ 2,000.00	Each	1	\$ 2,000.00

Clackamas County Fire District No. 1 (CFD#1)
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Training (Home Ignition Zone training, chipper safety, chainsaw)	\$ 2,000.00	Each	1	\$ 2,000.00
SUB TOTAL				\$ 549,356.00
		TOTAL		\$ 549,356.00

**EXHIBIT C
CONGRESSIONAL LOBBYING CERTIFICATE**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

<u>Clackamas Fire District #1</u>	
Organization Name	Award Number or Project Name
<u>Brent Olson, Division Chief - Wildland</u>	
Name and Title of Authorized Representative	
<u>[Signature]</u>	<u>10/30/2024</u>
Signature	Date

**EXHIBIT D
 REQUIRED FINANCIAL REPORTING AND PAYMENT REQUEST**

SUBRECIPIENT: Clackamas County Fire District No. 1		CLAIM PERIOD: Jul-19	Note: This form derives from the approved budget in your grant agreement. All expenditures must have adequate supporting documentation.	
Program Name: CFD1 CWPP Fuels Reduction				
Program Contact:				
Agreement Term:				
Agreement Number: XX-XXX				
Category	Approved Grant Amount	Total Monthly Expenditure	YTD Grant Expenditure	Balance
Personnel				
Clackamas Wildfire Collaborative coordinator position (contracted)	\$ -	\$ -	\$ -	\$ -
Debris Disposal (ACB contractor & site personnel)	\$ -	\$ -	\$ -	\$ -
Fuels Reduction work (22 person crew)				
Include fringe, if necessary				
Total Personnel Services	\$ -	\$ -	\$ -	\$ -
Software/Licenses				
ESRI licenses for county FDs - Plot Data collection	\$ -	\$ -	\$ -	\$ -
Co-Op website subscription (annual)				
Mt. Hood Partnership website (annual)				
Project mgmt subscription (annual)				
Supplies & Services				
Fuel Reduction work consumables (fuel, chain, files, etc.)	\$ -	\$ -	\$ -	\$ -
vehicle use - GSA mileage rate in effect at time of travel				
Chipper rental	\$ -	\$ -	\$ -	\$ -
Personal Protective Equipment				
Miscellaneous supply				
Training				
Total Programmatic Costs	\$ -	\$ -	\$ -	\$ -
Indirect Rate (X%)	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ -	\$ -	\$ -	\$ -

CERTIFICATION

Prepared by:
 Authorized
 SUBRECIPIENT

Official:

Date:

Department Review.

Program Manager Name:

Department:

Signature:

Grant Accountant
Initial/Date:

EXHIBIT E

General Administrative and Federal Terms & Conditions

1. Federal Funds

- a) This Agreement is funded in part by federal funds. By signing this Agreement, SUBRECIPIENT certifies neither it nor its employees, contractors, subcontractors, or subrecipients who will perform the Program activities described herein are currently employed by an agency or department of the federal government.
- b) COUNTY has determined:

 Entity is a subrecipient Entity is a contractor Not applicable
- c) Assistance Listing Number of federal funds paid through this Agreement: [15.234 from the BLM and 10.665 from the USFS].

2. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

- a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- b. **Mandatory disclosures.** SUBRECIPIENT shall comply with 2 CFR 200.113 and must promptly disclose whenever, in connection with the Federal award, it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and COUNTY. SUBRECIPIENT is also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.).
- c. **Whistleblower Protections.** An employee of SUBRECIPIENT must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The SUBRECIPIENT must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.
- d. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the

requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.

- e. **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
- f. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
- g. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- h. **Match.** Matching funds are not required for this Agreement.
- i. **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B, Subrecipient Program Budget. At no time may budget modification change the scope of the original grant application or Agreement. SUBRECIPIENT must request prior written approval from COUNTY for any program and budget-related reasons listed in 2 CFR 200.308(f).
- j. **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable for this award.
- k. **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D, Reimbursement Request.
- l. **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A.
- m. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit a completed Exhibit D, Reimbursement Request, on a monthly basis.
- n. **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—Closeout. SUBRECIPIENT must satisfy all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this Agreement.
- o. **Unique Entity Identifier and Contractor Status.** SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database using its Unique Entity Identifier (“UEI”), located at <http://www.sam.gov>.
- p. **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR Part 180. These rules restrict subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a

similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. SUBRECIPIENT, by execution of this agreement, hereby certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. If at any time during the grant period the SUBRECIPIENT becomes debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities, it shall provide the COUNTY with notification of their exclusion status within 30 days. Such debarment, suspension, or other exclusion shall constitute a default under this Agreement and COUNTY may pursue any and all rights and remedies available to it at law, in equity, or under this Agreement.

q. **Lobbying.** By execution of this Agreement, including Exhibit C, SUBRECIPIENT certifies that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. In addition, if SUBRECIPIENT is not a unit of local government, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (3) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

r. **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$1,000,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT's fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT's fiscal year end or 30 days after issuance of the reports, whichever is sooner. 2 CFR 200 Subpart F only applies to non-Federal entities as defined in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).

s. **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated, terminated, and COUNTY may pursue any and all rights and remedies available to it at law, in equity, or under this Agreement.

t. **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years from the end of program date, or such longer period as may be

required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.334-338.

u. **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for **Title III of the Secure Rural Schools and Community Self-Determination Act (SRS), 16 USC sec. 7141-7144**, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.

v. **Confidential Information.** SUBRECIPIENT acknowledges that it and its employees and agents may, in the course of performing their obligations under this Agreement, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as “Personal Information” is defined in ORS 646A.602(11)), protected health information that may be protected under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”), substance use disorder information protected under 42 C.F.R. Part 2, and other information that may be protected under applicable federal, state, or local law. SUBRECIPIENT agrees to comply with all applicable federal, state, or local laws regarding the confidentiality of such information, and to hold any and all information that it is required by law, or that the County marks as “Confidential”, to be held in confidence (“Confidential Information”), using at least the same degree of care that SUBRECIPIENT uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Agreement, or as may be permitted under applicable law, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

3. **Default**

a. **Subrecipient’s Default.** SUBRECIPIENT will be in default under this Agreement upon the occurrence of the following:

- a. SUBRECIPIENT fails to use the grant funds for eligible purposes described in Exhibit A;
- b. Any representation, warranty or statement made by SUBRECIPIENT in this Agreement or in any documents or reports relied upon by COUNTY to measure the Program, the expenditure of grant funds or the performance by SUBRECIPIENT is untrue in any material respect when made;
- c. After thirty (30) days’ written notice with an opportunity to cure, SUBRECIPIENT fails to comply with any term or condition set forth in this Agreement;
- d. A petition, proceeding, or case is filed by or against SUBRECIPIENT under federal or state bankruptcy, insolvency, receivership, or other law.

b. **County’s Default.** COUNTY will be in default under this Agreement if, after thirty (30) days’ notice and opportunity to cure, COUNTY fails to perform a material obligation under this Agreement provided, however, that failure to disburse grant funds due to lack of appropriation shall not constitute a default of COUNTY.

4. **Remedies**

a. **County’s Remedies.** In the event of SUBRECIPIENT’s default, COUNTY may, at its option, pursue any or all remedies available to it under this Agreement, at law, or in equity

including, but not limited to: (1) withholding SUBRECIPIENT grant funds until compliance is met; (2) reclaiming grant funds in the case of omissions or misrepresentations in financial or programmatic reporting; (3) requiring repayment of any funds used by SUBRECIPIENT in violation of this Agreement; (4) termination of this Agreement; (5) declaring SUBRECIPIENT ineligible for receipt of future awards from COUNTY; (6) initiation of an action or proceeding for damages, declaratory, or injunctive relief.

b. **Subrecipient's Remedies:** In the event COUNTY is in default, and whether or not COUNTY elects to terminate this Agreement, SUBRECIPIENT's sole remedy for COUNTY's default, subject to the limits of applicable law or in this Agreement, is reimbursement for eligible costs incurred in accordance with this Agreement, less any claims COUNTY may have against SUBRECIPIENT. In no event will COUNTY be liable to SUBRECIPIENT for expenses related to termination of this Agreement or for any indirect, incidental, consequential or special damages.

5. **Compliance with Applicable Laws**

a. **Public Policy.** SUBRECIPIENT shall comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.

b. **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by the U.S. Treasury Department.

c. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.

d. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to this Agreement.

e. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

f. **Disclosure of Information.** Any confidential or personally identifiable information (as defined in 2 CFR 200.1) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose except to the extent permitted by applicable law. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (including those set forth in 2 CFR 200.303(e)) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

g. **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT's written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:

- Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
- Procure a commercial sex act during the period of time the award is in effect; or
- Used forced labor in the performance of the Agreement or subaward under this Agreement.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

i. **Dispute Resolution.** The parties will attempt in good faith to informally resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator to resolve the dispute short of litigation. Each party will bear its own costs incurred for any mediation or arbitration.

j. **Compliance with Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.** SUBRECIPIENT agrees that, for all contracts funded wholly or in part with the federal award under this agreement, it shall comply with the applicable provisions outlined in Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. SUBRECIPIENT shall ensure these provisions are incorporated into any contracts or subcontracts entered into under this Agreement.

k. **Procurement of recovered materials.** Per 2 CFR 200.323, if SUBRECIPIENT is a State agency or agency of a political subdivision of a State, it and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962.

EXHIBIT F SUBRECIPIENT INSURANCE REQUIREMENTS

During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 2) **Commercial General Liability.**

Required by COUNTY NOT Required by COUNTY

SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 3) **Commercial Automobile Liability.**

Required by COUNTY NOT Required by COUNTY

SUBRECIPIENT shall obtain at SUBRECIPIENT expense and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.

- 4) **Professional Liability.**

Required by COUNTY NOT Required by COUNTY

SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 5) **Abuse and Molestation Clause.**

Required by COUNTY NOT Required by COUNTY

As part of the Commercial General Liability policy, SUBRECIPIENT shall obtain Abuse and Molestation coverage in a form and with coverage satisfactory to COUNTY covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person

for whom SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT's employees and volunteers. Policy endorsement's definition of an insured shall include SUBRECIPIENT, and SUBRECIPIENT's employees and volunteer. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.

- 6) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include Clackamas County and the State of Oregon, and its agents, elected officials, officers, and employees as an additional insured.
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- 12) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

Program Name: <i>CFD#1 CWPP Fuels Reduction</i>	Agreement #: <i>DM-24-047</i>
Federal Award: #	Date of Submission: <i>XX/XX/XX</i>
Subrecipient: <i>Clackamas County Fire District No.1</i>	
Has Subrecipient submitted all requests for reimbursement? <i>Y/N N</i>	
Has Subrecipient met all programmatic closeout requirements? <i>Y/N N</i>	

Exhibit G: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this Agreement

Total Federal Funds <u>authorized</u> on this agreement:	
Total Federal Funds <u>requested</u> for reimbursement on this agreement:	
Total Federal Funds <u>received</u> on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

EXHIBIT H.1
2 CFR 200.332(a) REQUIRED INFORMATION

Federal award identification	
SUBRECIPIENT Name:	Clackamas County Fire District No. 1
SUBRECIPIENT Unique Entity Identifier:	FXBAK3KD6LH8
Federal Award Identification Number (FAIN):	N/A
Federal award date:	Oct 30, 2000
Period of Performance (This Agreement):	09/01/2024 – 09/30/2026
Budget Period (This Agreement):	09/01/2024 – 09/30/2026
Total amount of all federal funds obligated by this action:	\$241,419.99
Total amount of all federal funds obligated to SUBRECIPIENT during the current fiscal year:	\$241,419.99
Amount of federal funds from this FAIN committed to SUBRECIPIENT:	100%
Pass-through entity identifying number:	24-047
Name of pass-through entity:	Clackamas County
Contact information for awarding official of the pass-through entity:	Daniel Nibouar dnibouar@clackamas.us
Federal awarding agency:	Dept of Interior – Bureau of Land Mgmt.
Federal award program name:	Secure Rural Schools and Community Self-Determination Act of 2000
Is Award for Research and Development?	No
Assistance Listing Number (ALN) & Title:	15.234
SUBRECIPIENT indirect cost rate on this Agreement:	N/A

EXHIBIT H.2
2 CFR 200.332(a) REQUIRED INFORMATION

Federal award identification	
SUBRECIPIENT Name:	Clackamas County Fire District No. 1
SUBRECIPIENT Unique Entity Identifier:	FXBAK3KD6LH8
Federal Award Identification Number (FAIN):	N/A
Federal award date:	Oct 30, 2000
Period of Performance (This Agreement):	09/01/2024 – 09/30/2026
Budget Period (This Agreement):	09/01/2024 – 09/30/2026
Total amount of all federal funds obligated by this action:	\$307,936.01
Total amount of all federal funds obligated to SUBRECIPIENT during the current fiscal year:	\$307,936.01
Amount of federal funds from this FAIN committed to SUBRECIPIENT:	100%
Pass-through entity identifying number:	24-047
Name of pass-through entity:	Clackamas County
Contact information for awarding official of the pass-through entity:	Daniel Nibouar dnibouar@clackamas.us
Federal awarding agency:	Dept. of Agriculture, US Forest Service
Federal award program name:	Secure Rural Schools and Community Self-Determination Act of 2000
Is Award for Research and Development?	No
Assistance Listing Number (ALN) & Title:	10.665 Schools and Roads – Grants to States
SUBRECIPIENT indirect cost rate on this Agreement:	N/A

Project Name: <i>CFD#1 CWPP Fuels Reduction</i>	Agreement #: <i>DM-24-047</i>
Federal Award: #	Date of Submission:
Subrecipient: <i>Clackamas County Fire District No. 1</i>	
Is this program continuing beyond the expiration of this agreement?: <i>Y/N</i>	
If yes, does the subrecipient request to continue to use all or part of the supplies? <i>Y/N</i> <i>(If yes, identify all such supplies below by marking with a highlighter)</i>	
OR	
Does the subrecipient request the use of the supplies on other federally supported activities (2 CFR 200.314(a))? <i>Y/N</i>	

Exhibit I: Residual Supplies Inventory

Supplies with an Aggregate, Current Fair Market Value of
 \$10,000 or more and purchased with Federal Grant Funds

Items Description	Location	Estimated Current Fair Market Value	Disposition Date & Price, if applicable

Subgrantee's Certifying Official (printed): _____

Subgrantee's Certifying Official (signature): _____

Subgrantee's Certifying Official's title: _____

Subgrantee's Certifying Official's telephone: _____

EXHIBIT J Related FAQs

Title III FAQs

Allowable uses - frequently asked questions

When must funds be obligated?

The Authority to initiate Title III projects for counties is September 30, 2025, and to obligate Title III funds by September 30, 2026. Any county funds not obligated by Sept. 30, 2026, must be returned to the U.S. Treasury.

[Returning Title III Funds to U.S. Treasury - Instructions](#)

What search and rescue and other emergency services, including firefighting and law enforcement, may be reimbursed using Title III funds?

Under P.L. 115-141, section 302(a)(2) provides that Title III funds may be used to reimburse counties for search and rescue and other emergency response activities, including firefighting and law enforcement patrols, performed on national forests and the specified BLM lands in western Oregon and paid for by the county. Specifically, the following expenses paid for by the county may be reimbursed in proportion to the amount attributable to these emergency response services performed on a national forest or the specified BLM lands:

- Salary or wages of emergency response personnel deployed during an emergency response.
- Replacement of equipment, material and supplies expended, damaged or destroyed during an emergency response.
- Repair of equipment damaged during an emergency response.
- Maintenance of vehicles, equipment, and facilities during an emergency response.
- Purchase of capital equipment such as the purchase of a fire engine, a search-and-rescue snowmobile, or other emergency response equipment.
- Expenses of training personnel to respond to emergencies on national forests.
- Expenses of equipment and supplies to be kept on hand for response to emergencies on national forests.
- Expenses of non-disposable personal protective equipment and electronic aids such as GPS devices in anticipation of responding to emergencies.
- Purchase of equipment for 911 emergency systems.

What are examples of search and rescue and other emergency services expenses

that may not be reimbursed?

- Expenses for capital improvements such as construction of a fire station or emergency services dispatch center.
- Purchase of land (real estate) such as for a fire station or an airport to be used primarily for fire suppression on national forest and other nearby forested lands.
- Maintenance or upgrade of an airport, dispatch center or other facility used primarily for emergency services.
- Repair or reconstruction of a road after a storm event.
- Salary or wages of fire patrols or emergency response personnel during routine duties and scheduled patrols.
- Maintenance or operating costs of fire patrol and emergency response equipment during routine duties and scheduled patrols.
- Development or maintenance of a 911 emergency system, unless carried out under a community wildfire protection plan.

May a county use Title III funds for the development of a 911 emergency system including mapping of county roads, naming roads, locating structures and improvements on mapping system, developing data bases for emergency 911 system?

No. Title III funds may not be used for the development or maintenance of a 911 emergency response system, unless carried out under a community wildfire protection plan.

Relevant data gathered during an authorized use such as a [Firewise Communities](#) program community assessment or as part of the development of a community wildfire protection plan in coordination with the Forest Service may be shared with 911 system administrators.

Can Title III funds be used for hazardous fuel reduction projects that are identified in an approved community wildfire protection plan?

Yes. Activities to implement a community wildfire protection plan are authorized uses of Title III funds. For example, creating fuel breaks outside the [home ignition zone](#) and creating water sources for fire-fighting purposes.

Activities such as hazardous fuel reduction or treatments to improve forest health and resilience to wildfire, insect and disease that are recommended in a community wildfire protection plan and benefit national forest lands also may be considered by resource advisory committees for funding under Title II.

What activities to carry out community wildfire protection plans may be reimbursed using Title III funds?

A county may use Title III funds to carry out community wildfire protection plans

(CWPPs), including but not limited to paying for the cost of:

- Hazardous fuels reduction projects such as creating fuel breaks outside the home ignition zone, creating water sources for fire-fighting purposes, and establishing a 911 emergency response system.
- Wildfire mitigation assessments of the homes in an at-risk neighborhood identified in the CWPP.
- Tree removal, tree trimming, or removal of dried grass and brush and other such vegetation identified as contributing to fire risk in the CWPP.
- Removing hazardous fuels along powerline rights-of-way identified in the CWPP, regardless of the person or entity responsible for the removal.
- Conducting a community volunteer work day focused on implementing fire mitigation measures outlined in a CWPP.

What activities may be carried out under the Firewise Communities program?

The Act is very specific. Consistent with the Government Accountability Office recommendations, a county's use of Title III funds for [Firewise](#) activities must be limited to providing specific wildfire-related education or wildland fire mitigation assistance to homeowners. Specifically, section 302(a)(1) authorizes Title III funds to be spent on Firewise Communities program activities that:

1. educate homeowners in fire-sensitive ecosystems about techniques in siting (positioning or locating) a home, constructing a home, landscaping and maintenance around a home that will decrease the risk of injury or death and decrease the risk of damage or destruction of a home as a result of a wildfire in the area surrounding a home, or
2. assist homeowners in implementing these techniques.

Examples of education assistance to homeowners include:

- Disseminating Firewise information with door hangers, print or radio advertisements;
- Making Firewise information available at community events;
- Holding Firewise educational workshops for homeowners;
- Creating or distributing videos on Firewise principles related to the home ignition zone and fire-resistant building materials; and
- Outfitting and staffing Firewise trailers or mobile units to educate homeowners about the Firewise principles related to the home ignition zone and fire-resistant building materials.

Examples of mitigation assistance to homeowners include:

- Assisting communities with Firewise planning, including conducting a Firewise community assessment;

- Hosting “clean-up days’ to encourage homeowners to remove brush and other vegetation from around their homes;
- Assisting communities with applications for Firewise Communities recognition;
- Providing grants or partial funding for removal of vegetation from around homes;
- Salary and transportation costs for youth crews removing vegetation from around homes;
- Supervision, transportation and related costs for parolees or prisoners removing vegetation from around homes; and
- Providing chippers to treat hazardous vegetation within the home ignition zone.

May a county expend Title III funds for Firewise activities in communities that are not a Firewise Communities/USA Recognized Site?

Section 302(a)(1) limits authorized activities to those activities “under the Firewise Communities program.” We interpret this language as limiting a county’s use of Title III funds to the following activities:

- Activities carried out in a community that is Firewise Community/USA Recognized Site.
- Activities carried out by a community to become recognized as a Firewise Communities/USA Recognized Site.
- Activities necessary to renew recognition as a Firewise Communities/USA Recognized Site.

Activities aimed at recognition or renewal should occur within 12 months or less of recognition or renewal to be authorized uses of Title III funds.

Counties are not eligible for recognition as a Firewise Community/USA Recognized Site under the Firewise Community Program. However, counties can successfully support small communities, subdivisions and neighborhoods in their jurisdictions in the recognition process. To become recognized, communities must undertake the following five actions:

1. Complete a community assessment and create a plan.
2. Form a Firewise Board or Committee.
3. Hold a Firewise Day event.
4. Invest a minimum of \$2/capita in local wildfire mitigation projects. (Volunteer hours, equipment use, time contributed by agency fire staff, and grant funding can be included.)
5. Submit an application to the Firewise Communities Program via their state liaison.

A county may use Title III funds in providing assistance or support of a community’s Firewise Communities/USA recognition process, including:

- Conducting or assisting with community assessments;
- Helping the community create an action plan;
- Assisting with an annual Firewise Day;
- Assisting with treating vegetation within the home ignition zone; and
- Communicating with the state liaison and the national program to ensure a smooth application process.

Communities must renew their status annually to retain recognition as a Firewise Community/USA Recognized Site. Counties can assist in ensuring an annual Firewise Day takes place and can help fund or support projects in the home ignition zone to make homes less vulnerable to wildfires.

Can Title III funds be spent to reimburse a participating county for search and rescue or other emergency services performed on National Park Service or Bureau of Land Management lands?

No. Emergency services that are reimbursed with Title III funds must be performed on national forests and certain Bureau of Land Management (BLM) lands in Oregon. Title III funds may be used to reimburse a participating county for emergency services on Federal land as defined in the Act. The Act's definition of Federal lands does not include national grasslands, national parks, wildlife refuges, BLM public domain lands or other lands administered by the Department of the Interior except for revested Oregon and California Railroad and reconveyed Coos Bay Wagon Road grant lands administered by the BLM in western Oregon.

What are examples of emergency services?

The Secure Rural Schools Act specifically cites search and rescue and firefighting as examples of emergency services. Other examples include responding to flooding, tsunamis, landslides, avalanches, tornadoes or other high-wind events, and medical emergencies to provide first-aid or to prevent risk of human injury or death or damage to property. The response must take place during or immediately following the emergency event.

Title III funds may be used to reimburse a participating county for emergency services carried out on Federal land in response to the COVID-19 National Emergency.

Routine sheriff's patrols of national forest roads and campgrounds, clean-up after a flood event, "mop-up" after a wildfire is contained and similar follow-up actions not carried out during or immediately following the emergency event are not emergency services as envisioned in the Secure Rural Schools Act.

Can Title III funds be spent on planning protection of communities not directly adjacent to national forest lands but adjacent to other federal lands?

Community wildfire protection plans have various footprints and often address lands not

directly adjacent to national forests that share the same fireshed as national forest lands. Firesheds are lands around a community where wildfire ignitions could cause fires to spread into the community. Title III funds received from the Forest Service may be used to fund the planning. If Forest Service employees are involved in developing or updating a community wildfire protection plan that addresses national forest lands and other federal, state, county, municipal, tribal or private lands all within the same fireshed,

If BLM personnel are involved in developing or updating a community wildfire protection plan that addresses O&C and Coos Bay Wagon Road lands and other federal, state, county, municipal, tribal or private lands, all within the same fireshed, Title III funds received from the BLM may be used to fund the planning.

Can Title III be used to fund community wildfire protection plans without coordination with the Secretary concerned?

No. The Act specifically requires community wildfire protection plans developed with Title III funding to be coordinated with the Secretary concerned. Title III may be used to fund the development or updating of a community wildfire protection plan in coordination with Forest Service or BLM personnel, as appropriate to the source of the Title III payment, acting on behalf of the Secretary for the purpose of this section of the Act.