

T. B. E. L.

**Memorandum Date:** November 7, 2007  
**Public Work Session:** November 20, 2007

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**TO:** Board of County Commissioners  
**DEPARTMENT:** Public Works Department/Land Management Division  
**PRESENTED BY:** Keir Miller, Associate Planner  
**AGENDA ITEM TITLE:** ORDER NO. \_\_\_\_\_ / IN THE MATTER OF AUTHORIZING RATIFICATION OF FEDERAL FINANCIAL ASSISTANCE GRANT NO. NFS 07-DG-11061800-014, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE INTERGOVERNMENTAL AGREEMENTS WITH SEVEN RURAL FIRE PROTECTION DISTRICTS..

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**I. MOTION**

**I move adoption of Order No. \_\_\_\_\_ to ratify the Hood Willamette RAC Title II Grant No. NFS 07-DG-11061800-014 and authorize the County Administrator to execute an intergovernmental agreement with seven rural fire protection districts.**

**II. AGENDA ITEM SUMMARY**

The Board of Commissioners is being asked to ratify a \$107,765 Title II grant and delegate authority to the County Administrator to execute an intergovernmental agreement that would allow the County to receive Title II funds and disburse the funds to seven fire districts for the purchase of materials to construct 19 dry hydrants and for installation of four 10,000-gallon water storage tanks at locations within eight fire protection districts of Eastern Lane County.

**III. BACKGROUND AND IMPLICATIONS OF ACTION**

**Board Action and Other History**

On April 19, 2004, the Board of Commissioners adopted Board Order 04-5-19-3 approving Title III projects for FY 2004-2005 including the formation of a Community Wildfire Protection Plan Steering Committee and the drafting of a Community Wildfire Protection Plan pursuant to the guidelines of the Healthy Forest Restoration Act of 2003.

On July 12, 2005, the Board of Commissioners adopted Resolution and Order No. 05-7-12-1 approving the Community Wildfire Protection Plan (CWPP) for Lane County.

On August 24, 2005, the Board of Commissioners adopted Order No. 05-8-24-3 authorizing the appropriate expenditure of Title III funds under the Secure Rural Schools and Community Self-Determination Act of 2000, P. L. 106-393, for the implementation of the CWPP and approved funding in the amount of \$ 121,818.00. One of the funded action

items (ST: 2.3.3) allocated \$4,970 for Land Management Division to coordinate with the CWPP Steering Committee to:

*“Write (5) grant applications for submittal to RAC(s) under Title II funding”.*

Land Management Division staff, with the assistance of the CWPP Steering Committee including the Lane County Fire Defense Board (LCFDB) and the Oregon Department of Forestry, wrote five Title II grant proposals and four of the proposals were approved by RAC committees. One of those four was approved on September 22, 2006 by the Hood-Willamette RAC that authorized a Title II grant in the amount of \$107,765 for the installation of 19 dry hydrants and four 10,000 gallon water tanks in Eastern Lane County to expand the fire fighting capabilities of eight fire protection districts, the Oregon Department of Forestry, the U.S. Bureau of Land Management, and the Willamette National Forest-U.S. Forest Service.

Land Management Division completed the supplemental grants agreements with the USDA Forest Service in June 2007, and in doing so did not complete the required process of bringing the grant to the Board of Commissioners for approval and necessary authorization of the intergovernmental agreements. This action corrects that oversight by seeking to ratify the grant acceptance and approve the intergovernmental agreements.

The Lane County Fire Defense Board coordinated the ordering of the water tanks and hydrant materials with the Dexter Rural Fire Protection District taking the lead on behalf of the seven benefiting RFPDs.

The water tanks and materials were delivered to the RFPDs in the last week of July 2007 and this order and intergovernmental agreements will authorized the County Administrator to receive the Title II RAC grant funding and disburse the funds for the Dexter Rural Fire Protection District to pay the suppliers of the water tanks and hydrant materials. To date, Lane County has received \$68,002.14 in Title II funds from the Hood-Willamette RAC and distributed \$58,502.14 to the Dexter Rural Fire Protection District on September 10, 2007, to pay the American Tank Co. for the purchase and delivery of the four water storage tanks.

#### **IV. ACTION**

##### **Alternatives/Options**

1. Adopt Order No. \_\_\_\_\_.
2. Do not adopt Order No. \_\_\_\_\_.
3. Direct staff to provide additional information in support of the proposed order and intergovernmental agreements.

#### **V. TIMING/IMPLEMENTATION**

If the proposed order is approved, staff will coordinate with the County Administrator, LCFDB and the fire protection districts for execution of the intergovernmental agreements.

## **VI. ATTACHMENTS**

- A. Order No. \_\_\_\_\_.
- Exhibit A1-A7 Intergovernmental Agreements:
- A1: Lane County and Dexter Rural Fire Protection District  
-Attachment A to Exhibit A1: Project Expenses Spreadsheet  
-Attachment B to Exhibit A1: Federal Financial Assistance Grant No. NFS 07-DG-11061800-014 (June 2007).
- A2: Lane County and Hazeldell Rural Fire Protection District  
-Attachment A to Exhibit A2: Project Expenses Spreadsheet  
-Attachment B to Exhibit A2: Federal Financial Assistance Grant No. NFS 07-DG-11061800-014 (June 2007).
- A3: Lane County and Lowell Rural Fire Protection District  
-Attachment A to Exhibit A3: Project Expenses Spreadsheet  
-Attachment B to Exhibit A3: Federal Financial Assistance Grant No. NFS 07-DG-11061800-014 (June 2007).
- A4: Lane County and Coburg Rural Fire Protection District  
-Attachment A to Exhibit A4: Project Expenses Spreadsheet  
-Attachment B to Exhibit A4: Federal Financial Assistance Grant No. NFS 07-DG-11061800-014 (June 2007).
- A5: Lane County and Mohawk Valley Rural Fire Protection District  
-Attachment A to Exhibit A5: Project Expenses Spreadsheet  
-Attachment B to Exhibit A5: Federal Financial Assistance Grant No. NFS 07-DG-11061800-014 (June 2007).
- A6: Lane County and Pleasant Hill Rural Fire Protection District  
-Attachment A to Exhibit A6: Project Expenses Spreadsheet  
-Attachment B to Exhibit A6: Federal Financial Assistance Grant No. NFS 07-DG-11061800-014 (June 2007).
- A7: Lane County and McKenzie Rural Fire Protection District  
-Attachment A to Exhibit A7: Project Expenses Spreadsheet  
-Attachment B to Exhibit A7: Federal Financial Assistance Grant No. NFS 07-DG-11061800-014 (June 2007).
- B. Hood-Willamette RAC Title II grant application (Lane County LMD).
- C. Hood Willamette RAC Title II - Recommendation, Approval and Agreement – 2007 (September 22, 2006).
- D. WNF Grants & Agreements Transmittal Letter (June 14, 2007).
- E. Federal Financial Assistance Grant No. NFS 07-DG-11061800-014 (June 2007).
- F. Documentation of Signing Authority (December 28, 2006).
- G. Certification Regarding Lobbying - Contracts, Grants, Service and Cooperative Agreements (December 22, 2006).
- H. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions (December 28, 2006).
- I. Assurances – Construction Programs (December 22, 2006).
- J. Certification Regarding Drug-Free Workplace Requirements (Grants) (December 22, 2006).
- K. Application for Federal Assistance (February 1, 2007).

**IN THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY OREGON**

**ORDER NO.** ) **IN THE MATTER OF AUTHORIZING**  
) **RATIFICATION OF FEDERAL**  
) **ASSISTANCE GRANT NO. NFS 07-DG-**  
) **11061800-014, AND AUTHORIZING THE**  
) **COUNTY ADMINISTRATOR TO**  
) **EXECUTE INTERGOVERNMENTAL**  
) **AGREEMENTS WITH SEVEN RURAL FIRE**  
) **PROTECTION DISTRICTS**

**WHEREAS**, ORS 190.010 and the Lane County Home Rule Chapter provide that units of local governments may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform; and

**WHEREAS**, Lane County and the Oregon Department of Forestry as co-sponsors secured approval for Hood-Willamette RAC Title II Federal Financial Assistance Grant No. NFS 07-DG-11061800-014 in the amount of \$107,765 to implement the East Lane Regional Defense Project; and

**WHEREAS**, Lane County has received \$68,002.14 of the Title II Grant No. NFS 07-DG-11061800-014 from the Hood-Willamette RAC and expended \$58,502-14 of the funds to reimburse the Dexter Fire Protection District for the purchase and delivery of four, 10,000-gallon water storage tanks; and

**WHEREAS**, Lane County and the applicable Rural Fire Protection Districts have jointly developed intergovernmental agreements attached as Exhibits "A1 – A7", for the implementation of Federal Financial Assistance Grant No. NFS 07-DG-11061800-014; and

**WHEREAS**, at a public work session on November 20, 2007, the Lane County Board of Commissioners reviewed Federal Financial Assistance Grant No. NFS 07-DG-11061800-014 and the intergovernmental agreements with the Lane County Fire Defense Board and the applicable Rural Fire Protection Districts in Lane County; **THEREFORE IT IS HEREBY**

**ORDERED**, the Board of County Commissioners ratifies Federal Financial Assistance Grant No. NFS 07-DG-11061800-014 and authorizes the County Administrator to receive and disburse the Grant funding; and

**ORDERED**, the Board of Commissioners authorizes the County Administrator to execute the intergovernmental agreements attached as "Exhibits A1 –A7" with the seven rural

fire protection districts named in said intergovernmental agreements, and incorporated here by this reference.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Chair, Lane County Board of Commissioners

\_\_\_\_\_  
Recording Secretary for this Meeting of the Board

Approved as to Form  
Date 11-14-07 Lane County

  
\_\_\_\_\_  
Office of Legal Counsel

**INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT is entered into by and between LANE COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called COUNTY, and the undersigned RURAL FIRE PROTECTION DISTRICT, hereinafter called DISTRICT.

WHEREAS, ORS 190.010 and the Lane County Home Rule Charter provide that units of local governments may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform, and

WHEREAS the COUNTY has provided professional services to the DISTRICT for the purpose of applying on behalf of the Lane County Fire Defense Board to the Hood Willamette RAC for a Title II grant pursuant to Secure Rural Schools and Community Self-Determination Act of 2000, P. L. 106-393, to fund the procurement of four, 10,000-gallon water tanks and purchase of materials for 19 dry hydrants to be located within the eight rural fire districts or department boundaries as described in Attachment A, and

WHEREAS a Title II Federal Financial Assistance Grant No. NFS 07-DG-11061800-014 has been awarded by Hood-Willamette Resource Advisory Committee (RAC), hereinafter GRANTOR, pursuant to the attached Attachment B, NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**COUNTY AGREES TO:**

1. Act as the "co-sponsor" of a Title II grant proposal to the Hood-Willamette RAC along with the Oregon Department of Forestry acting in the capacity of co-conveners of the Lane County Community Wildfire Protection Plan Steering Committee.
3. Coordinate the receipt of Title II funds and distribute the funds to the DISTRICT pursuant to paragraph 1 of the "District Agrees To" section below, in reimbursement of invoices for received materials by the DISTRICT as described in Attachment A.
4. Report the total amount of all payments to DISTRICT, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

**THE DISTRICT AGREES TO:**

1. DEXTER RURAL FIRE PROTECTION DISTRICT (DEXTER) will act as fiscal agent for the Lane County and the undersigned DISTRICT for the purposes of procuring the materials as described on Attachment A and distribution of those materials to the DISTRICT.
2. The DISTRICT agree to perform all work required under the grant agreement in compliance with all applicable laws, and to acquire any necessary property rights for the placement of tanks, hydrants, or lines, and to reasonably maintain those facilities.
3. The DISTRICT will perform or require the performance of all work done pursuant to this agreement in accordance with all applicable Federal, State, and local laws and rules, including but not limited to securing all permits necessary to prepare sites and install the four 10,000-gallon water tanks at the locations as described in Attachment A. The DISTRICT certifies that all work shall be done in accordance with all necessary licenses, permits, or certificates.

4. The DISTRICT agrees to indemnify, defend and hold Lane County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of the DISTRICT, the DISTRICTS' agents, representatives or subcontractors, in the performance of or failure to perform this agreement.
5. DISTRICT has declared they are self-insured and maintain adequate and appropriate types of insurance coverage in amounts no less than state law requires for workers compensation, comprehensive general liability covering bodily injury and property damage, and automobile liability covering both bodily injury and property damage.
6. COUNTY, the Secretary of State's Office of the State of Oregon, and the Federal Government if funding for this agreement is from Federal sources, and their duly authorized representatives shall have access to the books, documents, papers and records of DISTRICT which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts and transcripts.
7. By execution of this agreement, DISTRICT certifies under penalty of perjury that they have not discriminated against minority, women or small business enterprises in obtaining any required subcontract.

ALL PARTIES AGREE THAT:

1. Upon DEXTER, in its capacity as fiscal agent for the undersigned DISTRICT, supplying COUNTY with invoices for materials as described in Attachment A, COUNTY will seek reimbursement therefore from the Granting Authority. Monies received by County shall be forwarded to DEXTER for payment of invoices, and DEXTER will forward applicable payments to DISTRICT. In no event will COUNTY be liable for any payments to DISTRICT in excess of those amounts paid to COUNTY by GRANTOR pursuant to the grant award at Exhibit "B."
2. This agreement shall be effective when signed by both parties and shall terminate on or before 30 June 2008.
3. This agreement may be cancelled by the COUNTY or the DISTRICT at any time, for any reason or for no reason with no liability, except compensation for services and materials previously provided, by giving the other party 30 days written notice.
4. Modifications or amendments to this agreement shall be effective only if in writing and executed by both parties.
5. Invoices and communications concerning the work to be performed under this agreement shall be sent to:

COUNTY  
Land Management Division Manager  
Lane County Land Management Division  
125 East 8<sup>th</sup> Avenue  
Eugene, Oregon 97401  
(541) 692-4349

DISTRICT  
Guy Harshbarger, Chief  
Dexter Rural Fire Protection District  
82781 Barbre Road  
Dexter, Oregon 97431  
(541) 937-3045

6. Dispute Resolution. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually selected mediator. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, any controversy or claim arising out of or relating to this Agreement shall be settled by non-binding arbitration in accordance with the commercial rules of the American Arbitration Association (AAA). The disputes shall be resolved by one arbitrator. The parties agree to submit any dispute to the AAA office in the available location closest to the DISTRICT, with the hearing to be held in the available location closest to the DISTRICT, unless otherwise directed by the AAA.

7. Waiver. Failure or either party to enforce any provision of this agreement shall not constitute a waiver or relinquishment by either party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.
8. Severability. If any provision of this agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

The signatures below indicate acceptance of the terms and conditions of this agreement.

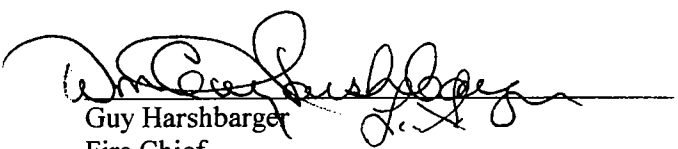
COUNTY

Date: \_\_\_\_\_

\_\_\_\_\_  
William A. Van Vactor  
County Administrator

DISTRICT

Date: 9-26-07

  
Guy Harshbarger  
Fire Chief  
Dexter Rural Fire Protection District

Approved as to Form  
Date \_\_\_\_\_ Lane County  
\_\_\_\_\_  
Office of Legal Counsel



**East Lane County Regional Defense Project -- Exhibit A to IGA**

Fire Protection District	Site	TRS - tax lot	Facility	Materials \$	Labor \$	Freight \$	Project Total \$	District Total \$
<b>Dexter RFPD</b>	Lost Creek - BLM Rd 20-1-10	20-01-10	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00	
Guy Harshbarger, Chief	Lost Creek Rd. - Guiley Creek	20-01-10	Dry hydrant	2,000.00	400.00		2,400.00	
	Lost Creek - Eagles Rest Rd	19-01-33	Dry hydrant	2,000.00	900.00		2,900.00	
	Lost Creek RD - Anthony Creek	19-01-21	Dry hydrant	2,000.00	400.00		2,400.00	26,270.00
<b>Hazeldeil RFPD</b>	High Prairie Road	20-35-35	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00	
Jerry Shorey, Chief	Salt Creek Bridge	21-35-18	Dry hydrant	2,000.00	400.00		2,400.00	
	Gray Creek	21-35-22	Dry hydrant	2,000.00	900.00		2,900.00	23,870.00
<b>Oakridge FD</b>	Camp #6	20-35-35	Dry hydrant	2,000.00	900.00		2,900.00	2,900.00
N/A - Hazeldeil								2,900.00
<b>Lowell RFPD</b>	Station #2 - Fall Creek RC	18-01-33	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00	
Keith Hoehn, Chief	Big Fall Crk Rd - Fisherman Pt CG	18-15-26	Dry hydrant	2,000.00	900.00		2,900.00	
	Jasper/Lowell - Pengra Road	18-01-31	Dry hydrant	2,000.00	900.00		2,900.00	
	Big Fall Crk - Wimberry Crk Rd	18-15-26	Dry hydrant	2,000.00	400.00		2,400.00	
	Jasper Lowell Rd - Fall Creek Park	19-01-03	Dry hydrant	2,000.00	400.00		2,400.00	
	Place Road MP 3	19-01-04	Dry hydrant	2,000.00	900.00		2,900.00	32,070.00
<b>Coburg RFD</b>	N Coburg Rd - Herman Rd	16-03-08, 100	Dry hydrant	2,000.00	900.00		2,900.00	
Chad Minter, Chief	Coburg Road - Lanes Turn Rd	16-04-12, 900	Dry hydrant	2,000.00	400.00		2,400.00	5,300.00
<b>Mohawk Valley RFD</b>	Sunderman Road - McGowan Crk	16-02-34, 501	Dry hydrant	2,000.00	900.00		2,900.00	
Dennis Shew, Chief	Marcola Road - Log Creek	15-01-22, 1106	Dry hydrant	2,000.00	900.00		2,900.00	
	Mohawk Road - Hileman Road	16-01-05, 805	Dry hydrant	2,000.00	900.00		2,900.00	8,700.00
<b>Pleasant Hill RFPD</b>	Jasper Bridge	18-02-15	Dry hydrant	2,000.00	900.00		2,900.00	
Lyle Payne, Chief	Dille Lane North - Hwy 58	18-02-30	Dry hydrant	2,000.00	900.00		2,900.00	
	Cloverdale Road - Hwy 58	18-02-29	Dry hydrant	2,000.00	900.00		2,900.00	8,700.00
<b>McKenzie RFPD</b>	Sky High - McKenzie Acres	17-02-21	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00	
Dana Burwell, Chief								18,570.00
<b>03-23-2006 LMD-WFS</b>	<b>East Lane County Regional Defense Project -- Totals</b>			<b>96,680.00</b>	<b>24,213.00</b>	<b>6,000.00</b>	<b>&gt;</b>	<b>126,380.00</b>

**Attachment B**

FEDERAL FINANCIAL ASSISTANCE  
GRANT NO. NFS 07-DG-11061800-014

*between*

LANE COUNTY

*and*

USDA FOREST SERVICE  
PACIFIC NORTHWEST REGION  
WILLAMETTE NATIONAL FOREST

*East Lane County Regional Fire Defense Project*

Upon execution of this document an award to Lane County in an amount of \$107,765 is made under the terms of the Secure Rural Schools and Community Self-Determination Act of 2000 Title II, P.L. 106-393, and accepted for the objectives and purpose described in the attached Project Submission Form and Application for Federal Assistance, which is incorporated and made part of this award and subject to the requirements set forth below.

This is an award of Federal Assistance and as such is subject to the Office of Management and Budget OMB Circular A-102 as implemented by USDA regulations 7 CFR 3016, and 7 CFR 3015; OMB Circular A-87; and OMB Circular A-133 as implemented by USDA regulation 7 CFR 3052. [OMB Circulars are available on the Internet at [www.whitehouse.gov/OMB/grants](http://www.whitehouse.gov/OMB/grants). CFR's can be obtained at: [www.gpoaccess.gov/cfr/index.html](http://www.gpoaccess.gov/cfr/index.html)]

The following administrative provisions apply to this grant:

1. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS. Forest Service support shall be acknowledged in any publications and audiovisuals developed as a result of this instrument.
2. FINANCIAL STATUS AND CASH REPORTING. A Financial Status Report, Form SF-269A, or SF-269 (when program income is involved), shall be submitted annually. The final Form SF-269A or SF-269 shall be submitted either with the final payment request, or no later than 90 days from the expiration date of the instrument.
3. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
4. NONDISCRIMINATION. The recipient shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients' programs that are produced by the recipients for public information, public education, or public distribution:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, "This institution is an equal opportunity provider."

5. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through **June 30, 2008**, at which time it will expire unless extended. **Pre-award costs** are approved for reasonable and allowable expenditures for activities described in the application incurred beginning on **April 1, 2007**, through date of award.

6. EXTENSION OF PERFORMANCE PERIOD. The Forest Service, by written modification may extend the performance period of this instrument for a total duration not to exceed 5 years from its original date of execution.

7. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Contact	Recipient Contact
Todd Camm	Keir Miller
Willamette National Forest, Middle Fork Ranger Dist. 46375 Highway 58 Westfir, OR 97492	Lane County Land Management Division 125 East 8 <sup>th</sup> Ave. Eugene, OR 97401
Phone: (541) 782-5303	Phone: (541) 682-4631
FAX: (541) 782-5336	FAX: (541) 682-3947
E-Mail: <a href="mailto:tcamm@fs.fed.us">tcamm@fs.fed.us</a>	E-Mail: <a href="mailto:keir.miller@co.lane.or.us">keir.miller@co.lane.or.us</a>

Forest Service Administrative Contact
Jill W. Zan
Forest Service, Region 6 Acquisitions
P.O. Box 520
Medford, OR 97501
Phone: (541) 858-2230
FAX: (541) 858-2224
E-Mail: <a href="mailto:jzan@fs.fed.us">jzan@fs.fed.us</a>

8. AVAILABILITY OF FUNDS. Funds in the amount of \$107,765 are currently available for performance of this instrument through June 30, 2008. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond June 30, 2008, until funds are made available to the Forest Service for performance and until the recipient receives notice of availability to be confirmed in a written modification by the Forest Service.

9. **ELECTRONIC FUNDS TRANSFER.** The recipient has designated a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible.

10. **PRE-AWARD COSTS.** Reimburse the recipient for reasonable and allowable expenditures for activities described in the application incurred beginning on April 1, 2007, through date of award.

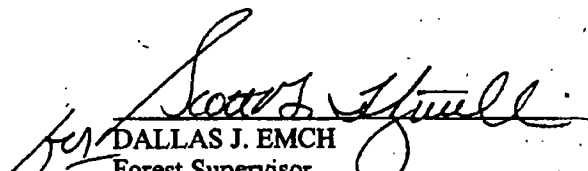
11. **REIMBURSABLE PAYMENTS.** Reimbursable payments are approved under this instrument. Only costs for those project activities approved in (1) the initial instrument, or (2) modifications thereto, are allowable. Requests for payment shall be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, no more than monthly. [Forms can be found at [www.fs.fed.us/r6/coop](http://www.fs.fed.us/r6/coop) under the "Grant Forms" tab] **Fax or submit original invoice(s) for payment to:**


**USDA Forest Service  
Albuquerque Service Center  
Payments - Grants & Agreements  
101B Sun Avenue NE  
Albuquerque, NM 87109  
FAX: (877) 687-4894**

12. **PROGRAM PERFORMANCE REPORTS.** Submit a performance report annually. The final performance report shall be submitted either with the final payment request, or no later than 90 days from the expiration date of the instrument.

13. **AUTHORIZED REPRESENTATIVES:** By signature below, the recipient certifies that the individuals listed in this document as representatives of the recipient are authorized to act in their respective areas for matters related to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the last date written below.

  
DALLAS J. EMCH  
Forest Supervisor  
Willamette National Forest

  
KEIR C. MILLER  
Planner  
Lane County

6/11/07  
Date

June 5 2007  
Date

Attachment: Application for Federal Assistance dated February 1, 2007

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into by and between LANE COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called COUNTY, and the undersigned RURAL FIRE PROTECTION DISTRICT, hereinafter called DISTRICT.

WHEREAS, ORS 190.010 and the Lane County Home Rule Charter provide that units of local governments may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform, and

WHEREAS the COUNTY has provided professional services to the DISTRICT for the purpose of applying on behalf of the Lane County Fire Defense Board to the Hood Willamette RAC for a Title II grant pursuant to Secure Rural Schools and Community Self-Determination Act of 2000, P. L. 106-393, to fund the procurement of four, 10,000-gallon water tanks and purchase of materials for 19 dry hydrants to be located within the eight rural fire districts or department boundaries as described in Attachment A, and

WHEREAS a Title II Federal Financial Assistance Grant No. NFS 07-DG-11061800-014 has been awarded by Hood-Willamette Resource Advisory Committee (RAC), hereinafter GRANTOR, pursuant to the attached Attachment B, NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### COUNTY AGREES TO:

1. Act as the "co-sponsor" of a Title II grant proposal to the Hood-Willamette RAC along with the Oregon Department of Forestry acting in the capacity of co-conveners of the Lane County Community Wildfire Protection Plan Steering Committee.
3. Coordinate the receipt of Title II funds and distribute the funds to the DISTRICT pursuant to paragraph 1 of the "District Agrees To" section below, in reimbursement of invoices for received materials by the DISTRICT as described in Attachment A.
4. Report the total amount of all payments to DISTRICT, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

### THE DISTRICT AGREES TO:

1. DEXTER RURAL FIRE PROTECTION DISTRICT (DEXTER) will act as fiscal agent for the Lane County and the undersigned DISTRICT for the purposes of procuring the materials as described on Attachment A and distribution of those materials to the DISTRICT.
2. The DISTRICT agree to perform all work required under the grant agreement in compliance with all applicable laws, and to acquire any necessary property rights for the placement of tanks, hydrants, or lines, and to reasonably maintain those facilities.
3. The DISTRICT will perform or require the performance of all work done pursuant to this agreement in accordance with all applicable Federal, State, and local laws and rules, including but not limited to securing all permits necessary to prepare sites and install the four 10,000-gallon water tanks at the locations as described in Attachment A. The DISTRICT certifies that all work shall be done in accordance with all necessary licenses, permits, or certificates.

4. The DISTRICT agrees to indemnify, defend and hold Lane County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of the DISTRICT, the DISTRICTS' agents, representatives or subcontractors, in the performance of or failure to perform this agreement.
5. DISTRICT has declared they are self-insured and maintain adequate and appropriate types of insurance coverage in amounts no less than state law requires for workers compensation, comprehensive general liability covering bodily injury and property damage, and automobile liability covering both bodily injury and property damage.
6. COUNTY, the Secretary of State's Office of the State of Oregon, and the Federal Government if funding for this agreement is from Federal sources, and their duly authorized representatives shall have access to the books, documents, papers and records of DISTRICT which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts and transcripts.
7. By execution of this agreement, DISTRICT certifies under penalty of perjury that they have not discriminated against minority, women or small business enterprises in obtaining any required subcontract.

ALL PARTIES AGREE THAT:

1. Upon DEXTER, in its capacity as fiscal agent for the undersigned DISTRICT, supplying COUNTY with invoices for materials as described in Attachment A, COUNTY will seek reimbursement therefore from the Granting Authority. Monies received by County shall be forwarded to DEXTER for payment of invoices, and DEXTER will forward applicable payments to DISTRICT. In no event will COUNTY be liable for any payments to DISTRICT in excess of those amounts paid to COUNTY by GRANTOR pursuant to the grant award at Exhibit "B."
2. This agreement shall be effective when signed by both parties and shall terminate on or before 30 June 2008.
3. This agreement may be cancelled by the COUNTY or the DISTRICT at any time, for any reason or for no reason with no liability, except compensation for services and materials previously provided, by giving the other party 30 days written notice.
4. Modifications or amendments to this agreement shall be effective only if in writing and executed by both parties.
5. Invoices and communications concerning the work to be performed under this agreement shall be sent to:

COUNTY  
Land Management Division Manager  
Lane County Land Management Division  
125 East 8<sup>th</sup> Avenue  
Eugene, Oregon 97401  
(541) 692-4349

DISTRICT  
Guy Harshbarger, Chief  
Dexter Rural Fire Protection District  
82781 Barbre Road  
Dexter, Oregon 97431  
(541) 937-3045

6. **Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually selected mediator. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, any controversy or claim arising out of or relating to this Agreement shall be settled by non-binding arbitration in accordance with the commercial rules of the American Arbitration Association (AAA). The disputes shall be resolved by one arbitrator. The parties agree to submit any dispute to the AAA office in the available location closest to the DISTRICT, with the hearing to be held in the available location closest to the DISTRICT, unless otherwise directed by the AAA.

7. **Waiver.** Failure or either party to enforce any provision of this agreement shall not constitute a waiver or relinquishment by either party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.
8. **Severability.** If any provision of this agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

The signatures below indicate acceptance of the terms and conditions of this agreement.

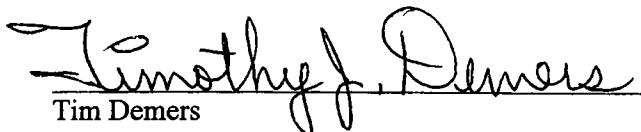
COUNTY

Date: \_\_\_\_\_

\_\_\_\_\_  
William A. Van Vactor  
County Administrator

DISTRICT

Date: 10/18/07

  
\_\_\_\_\_  
Tim Demers  
Fire Chief  
Hazeldell Rural Fire Protection District

\_\_\_\_\_  
Approved as to Form  
Date \_\_\_\_\_ Lane County  
\_\_\_\_\_  
Office of Legal Counsel

East Lane County Regional Defense Project -- Exhibit A to IGA									
Fire Protection District	Site	TRS - tax lot	Facility	Materials \$	Labor \$	Freight \$	Project Total \$	District Total \$	
<b>Dexter RFPD</b>	Lost Creek - BLM Rd 20-1-10	20-01-10	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00		
Guy Harshbarger, Chief	Lost Creek Rd. - Guiley Creek	20-01-10	Dry hydrant	2,000.00	400.00		2,400.00		
	Lost Creek - Eagles Rest Rd	19-01-33	Dry hydrant	2,000.00	900.00		2,900.00		
	Lost Creek RD - Anthony Creek	19-01-21	Dry hydrant	2,000.00	400.00		2,400.00		26,270.00
<b>Hazeldell RFPD</b>	High Prairie Road	20-35-35	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00		
Jerry Shorey, Chief	Salt Creek Bridge	21-35-18	Dry hydrant	2,000.00	400.00		2,400.00		
	Gray Creek	21-35-22	Dry hydrant	2,000.00	900.00		2,900.00		23,870.00
<b>Oakridge FD</b>	Camp #6	20-35-35	Dry hydrant	2,000.00	900.00		2,900.00		2,900.00
N/A - Hazeldell									
<b>Lowell RFPD</b>	Station #2 - Fall Creek RC	18-01-33	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00		
Keith Hoehn, Chief	Big Fall Crk Rd - Fisherman Pt CG	18-15-26	Dry hydrant	2,000.00	900.00		2,900.00		
	Jasper/Lowell - Pengra Road	18-01-31	Dry hydrant	2,000.00	900.00		2,900.00		
	Big Fall Crk - Winberry Crk Rd	18-15-26	Dry hydrant	2,000.00	400.00		2,400.00		
	Jasper Lowell Rd - Fall Creek Park	19-01-03	Dry hydrant	2,000.00	400.00		2,400.00		
	Place Road MP 3	19-01-04	Dry hydrant	2,000.00	900.00		2,900.00		32,070.00
<b>Coburg RFD</b>	N Coburg Rd - Herman Rd	16-03-08, 100	Dry hydrant	2,000.00	900.00		2,900.00		
Chad Minter, Chief	Coburg Road - Lanes Turn Rd	16-04-12, 900	Dry hydrant	2,000.00	400.00		2,400.00		5,300.00
<b>Mohawk Valley RFD</b>	Sunderman Road - McGowan Crk	16-02-34, 501	Dry hydrant	2,000.00	900.00		2,900.00		
Dennis Shew, Chief	Marcola Road - Log Creek	15-01-22, 1106	Dry hydrant	2,000.00	900.00		2,900.00		
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<b>Pleasant Hill RFPD</b>	Jasper Bridge	18-02-15	Dry hydrant	2,000.00	900.00		2,900.00		
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<b>McKenzie RFPD</b>	Sky High - McKenzie Acres	17-02-21	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00		
Dana Burwell, Chief									18,570.00
03-23-2006 LMD-WFS	East Lane County Regional Defense Project -- Totals			96,680.00	24,213.00	6,000.00	126,893.00		126,893.00



**Attachment B**FEDERAL FINANCIAL ASSISTANCE  
GRANT NO. NFS 07-DG-11061800-014*between*

LANE COUNTY

*and*USDA FOREST SERVICE  
PACIFIC NORTHWEST REGION  
WILLAMETTE NATIONAL FOREST*East Lane County Regional Fire Defense Project*

Upon execution of this document an award to Lane County in an amount of \$107,765 is made under the terms of the Secure Rural Schools and Community Self-Determination Act of 2000 Title II, P.L. 106-393, and accepted for the objectives and purpose described in the attached Project Submission Form and Application for Federal Assistance, which is incorporated and made part of this award and subject to the requirements set forth below.

This is an award of Federal Assistance and as such is subject to the Office of Management and Budget OMB Circular A-102 as implemented by USDA regulations 7 CFR 3016, and 7 CFR 3015; OMB Circular A-87; and OMB Circular A-133 as implemented by USDA regulation 7 CFR 3052. [OMB Circulars are available on the Internet at [www.whitehouse.gov/OMB/grants](http://www.whitehouse.gov/OMB/grants). CFR's can be obtained at: [www.gpoaccess.gov/cfr/index.html](http://www.gpoaccess.gov/cfr/index.html)]

The following administrative provisions apply to this grant:

1. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS. Forest Service support shall be acknowledged in any publications and audiovisuals developed as a result of this instrument.
2. FINANCIAL STATUS AND CASH REPORTING. A Financial Status Report, Form SF-269A, or SF-269 (when program income is involved), shall be submitted annually. The final Form SF-269A or SF-269 shall be submitted either with the final payment request, or no later than 90 days from the expiration date of the instrument.
3. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
4. NONDISCRIMINATION. The recipient shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients' programs that are produced by the recipients for public information, public education, or public distribution:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, "This institution is an equal opportunity provider."

5. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through **June 30, 2008**, at which time it will expire unless extended. **Pre-award costs** are approved for reasonable and allowable expenditures for activities described in the application incurred beginning on **April 1, 2007**, through date of award.

6. EXTENSION OF PERFORMANCE PERIOD. The Forest Service, by written modification may extend the performance period of this instrument for a total duration not to exceed 5 years from its original date of execution.

7. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Contact	Recipient Contact
Todd Camm	Keir Miller
Willamette National Forest, Middle Fork Ranger Dist.	Lane County Land Management Division
46375 Highway 58	125 East 8 <sup>th</sup> Ave.
Westfir, OR 97492	Eugene, OR 97401
Phone: (541) 782-5303	Phone: (541) 682-4631
FAX: (541) 782-5336	FAX: (541) 682-3947
E-Mail: <a href="mailto:tcamm@fs.fed.us">tcamm@fs.fed.us</a>	E-Mail: <a href="mailto:keir.miller@co.lane.or.us">keir.miller@co.lane.or.us</a>

Forest Service Administrative Contact
Jill W. Zan
Forest Service, Region 6 Acquisitions
P.O. Box 520
Medford, OR 97501
Phone: (541) 858-2230
FAX: (541) 858-2224
E-Mail: <a href="mailto:jzan@fs.fed.us">jzan@fs.fed.us</a>

8. AVAILABILITY OF FUNDS. Funds in the amount of \$107,765 are currently available for performance of this instrument through June 30, 2008. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond June 30, 2008, until funds are made available to the Forest Service for performance and until the recipient receives notice of availability to be confirmed in a written modification by the Forest Service.

9. ELECTRONIC FUNDS TRANSFER. The recipient has designated a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible.

10. PRE-AWARD COSTS. Reimburse the recipient for reasonable and allowable expenditures for activities described in the application incurred beginning on April 1, 2007, through date of award.


11. REIMBURSABLE PAYMENTS. Reimbursable payments are approved under this instrument. Only costs for those project activities approved in (1) the initial instrument, or (2) modifications thereto, are allowable. Requests for payment shall be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, no more than monthly. [Forms can be found at [www.fs.fed.us/r6/coop](http://www.fs.fed.us/r6/coop) under the "Grant Forms" tab] **Fax or submit original invoice(s) for payment to:**

USDA Forest Service  
Albuquerque Service Center  
Payments - Grants & Agreements  
101B Sun Avenue NE  
Albuquerque, NM 87109  
FAX: (877) 687-4894


12. PROGRAM PERFORMANCE REPORTS. Submit a performance report annually. The final performance report shall be submitted either with the final payment request, or no later than 90 days from the expiration date of the instrument.

13. AUTHORIZED REPRESENTATIVES: By signature below, the recipient certifies that the individuals listed in this document as representatives of the recipient are authorized to act in their respective areas for matters related to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the last date written below.

  
DALLAS J. EMCH  
Forest Supervisor  
Willamette National Forest

6/11/07  
Date

  
KEIR C. MILLER  
Planner  
Lane County

JUNE 5, 2007  
Date

Attachment: Application for Federal Assistance dated February 1, 2007

**INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT is entered into by and between LANE COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called COUNTY, and the undersigned RURAL FIRE PROTECTION DISTRICT, hereinafter called DISTRICT.

WHEREAS, ORS 190.010 and the Lane County Home Rule Charter provide that units of local governments may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform, and

WHEREAS the COUNTY has provided professional services to the DISTRICT for the purpose of applying on behalf of the Lane County Fire Defense Board to the Hood Willamette RAC for a Title II grant pursuant to Secure Rural Schools and Community Self-Determination Act of 2000, P. L. 106-393, to fund the procurement of four, 10,000-gallon water tanks and purchase of materials for 19 dry hydrants to be located within the eight rural fire districts or department boundaries as described in Attachment A, and

WHEREAS a Title II Federal Financial Assistance Grant No. NFS 07-DG-11061800-014 has been awarded by Hood-Willamette Resource Advisory Committee (RAC), hereinafter GRANTOR, pursuant to the attached Attachment B, NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

COUNTY AGREES TO:

1. Act as the "co-sponsor" of a Title II grant proposal to the Hood-Willamette RAC along with the Oregon Department of Forestry acting in the capacity of co-conveners of the Lane County Community Wildfire Protection Plan Steering Committee.
3. Coordinate the receipt of Title II funds and distribute the funds to the DISTRICT pursuant to paragraph 1 of the "District Agrees To" section below, in reimbursement of invoices for received materials by the DISTRICT as described in Attachment A.
4. Report the total amount of all payments to DISTRICT, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

THE DISTRICT AGREES TO:

1. DEXTER RURAL FIRE PROTECTION DISTRICT (DEXTER) will act as fiscal agent for the Lane County and the undersigned DISTRICT for the purposes of procuring the materials as described on Attachment A and distribution of those materials to the DISTRICT.
2. The DISTRICT agree to perform all work required under the grant agreement in compliance with all applicable laws, and to acquire any necessary property rights for the placement of tanks, hydrants, or lines, and to reasonably maintain those facilities.
3. The DISTRICT will perform or require the performance of all work done pursuant to this agreement in accordance with all applicable Federal, State, and local laws and rules, including but not limited to securing all permits necessary to prepare sites and install the four 10,000-gallon water tanks at the locations as described in Attachment A. The DISTRICT certifies that all work shall be done in accordance with all necessary licenses, permits, or certificates.

4. The DISTRICT agrees to indemnify, defend and hold Lane County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of the DISTRICT, the DISTRICTS' agents, representatives or subcontractors, in the performance of or failure to perform this agreement.
5. DISTRICT has declared they are self-insured and maintain adequate and appropriate types of insurance coverage in amounts no less than state law requires for workers compensation, comprehensive general liability covering bodily injury and property damage, and automobile liability covering both bodily injury and property damage.
6. COUNTY, the Secretary of State's Office of the State of Oregon, and the Federal Government if funding for this agreement is from Federal sources, and their duly authorized representatives shall have access to the books, documents, papers and records of DISTRICT which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts and transcripts.
7. By execution of this agreement, DISTRICT certifies under penalty of perjury that they have not discriminated against minority, women or small business enterprises in obtaining any required subcontract.

ALL PARTIES AGREE THAT:

1. Upon DEXTER, in its capacity as fiscal agent for the undersigned DISTRICT, supplying COUNTY with invoices for materials as described in Attachment A, COUNTY will seek reimbursement therefore from the Granting Authority. Monies received by County shall be forwarded to DEXTER for payment of invoices, and DEXTER will forward applicable payments to DISTRICT. In no event will COUNTY be liable for any payments to DISTRICT in excess of those amounts paid to COUNTY by GRANTOR pursuant to the grant award at Exhibit "B."
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Lane County Land Management Division  
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Eugene, Oregon 97401  
(541) 692-4349

DISTRICT  
Guy Harshbarger, Chief  
Dexter Rural Fire Protection District  
82781 Barbre Road  
Dexter, Oregon 97431  
(541) 937-3045

6. Dispute Resolution. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually selected mediator. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

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The signatures below indicate acceptance of the terms and conditions of this agreement.

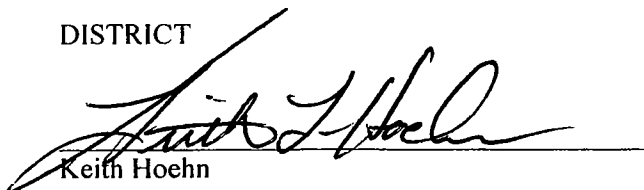
COUNTY

Date: \_\_\_\_\_

\_\_\_\_\_  
William A. Van Vactor  
County Administrator

DISTRICT

Date: 10/19/07

  
\_\_\_\_\_  
Keith Hoehn  
Fire Chief  
Lowell Rural Fire Protection District

Approved as to Form  
Date \_\_\_\_\_ Lane County  
\_\_\_\_\_  
Office of Legal Counsel

**East Lane County Regional Defense Project -- Exhibit A to IGA**

Fire Protection District	Site	TRS - tax lot	Facility	Materials \$	Labor \$	Freight \$	Project Total \$	District Total \$
<b>Dexter RFPD</b>	Lost Creek - BLM Rd 20-1-10	20-01-10	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00	
Guy Harshbarger, Chief	Lost Creek Rd. - Guiley Creek	20-01-10	Dry hydrant	2,000.00	400.00		2,400.00	
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**Attachment B**

FEDERAL FINANCIAL ASSISTANCE  
GRANT NO. NFS 07-DG-11061800-014

*between*

LANE COUNTY

*and*

USDA FOREST SERVICE  
PACIFIC NORTHWEST REGION  
WILLAMETTE NATIONAL FOREST

*East Lane County Regional Fire Defense Project*

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2. FINANCIAL STATUS AND CASH REPORTING. A Financial Status Report, Form SF-269A, or SF-269 (when program income is involved), shall be submitted annually. The final Form SF-269A or SF-269 shall be submitted either with the final payment request, or no later than 90 days from the expiration date of the instrument.
3. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
4. NONDISCRIMINATION. The recipient shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients' programs that are produced by the recipients for public information, public education, or public distribution:



"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, "This institution is an equal opportunity provider."

5. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through **June 30, 2008**, at which time it will expire unless extended. **Pre-award costs** are approved for reasonable and allowable expenditures for activities described in the application incurred beginning on **April 1, 2007**, through date of award.

6. EXTENSION OF PERFORMANCE PERIOD. The Forest Service, by written modification may extend the performance period of this instrument for a total duration not to exceed 5 years from its original date of execution.

7. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Contact	Recipient Contact
Todd Camm	Keir Miller
Willamette National Forest, Middle Fork Ranger Dist. 46375 Highway 58 Westfir, OR 97492	Lane County Land Management Division 125 East 8 <sup>th</sup> Ave. Eugene, OR 97401
Phone: (541) 782-5303	Phone: (541) 682-4631
FAX: (541) 782-5336	FAX: (541) 682-3947
E-Mail: <a href="mailto:tcamm@fs.fed.us">tcamm@fs.fed.us</a>	E-Mail: <a href="mailto:keir.miller@co.lane.or.us">keir.miller@co.lane.or.us</a>

Forest Service Administrative Contact
Jill W. Zan
Forest Service, Region 6 Acquisitions
P.O. Box 520
Medford, OR 97501
Phone: (541) 858-2230
FAX: (541) 858-2224
E-Mail: <a href="mailto:jzan@fs.fed.us">jzan@fs.fed.us</a>

8. AVAILABILITY OF FUNDS. Funds in the amount of \$107,765 are currently available for performance of this instrument through June 30, 2008. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond June 30, 2008, until funds are made available to the Forest Service for performance and until the recipient receives notice of availability to be confirmed in a written modification by the Forest Service.

9. ELECTRONIC FUNDS TRANSFER. The recipient has designated a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible.

10. PRE-AWARD COSTS. Reimburse the recipient for reasonable and allowable expenditures for activities described in the application incurred beginning on April 1, 2007, through date of award.

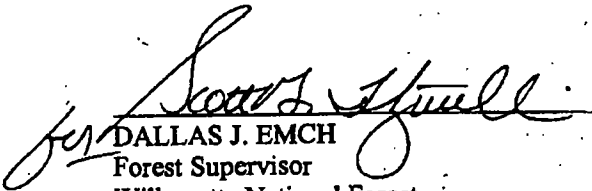
11. REIMBURSABLE PAYMENTS. Reimbursable payments are approved under this instrument. Only costs for those project activities approved in (1) the initial instrument, or (2) modifications thereto, are allowable. Requests for payment shall be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, no more than monthly. [Forms can be found at [www.fs.fed.us/r6/coop](http://www.fs.fed.us/r6/coop) under the "Grant Forms" tab] Fax or submit original invoice(s) for payment to:

USDA Forest Service  
Albuquerque Service Center  
Payments - Grants & Agreements  
101B Sun Avenue NE  
Albuquerque, NM 87109  
FAX: (877) 687-4894

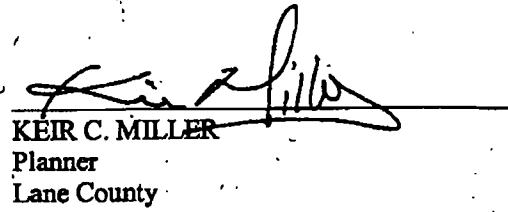
12. PROGRAM PERFORMANCE REPORTS. Submit a performance report annually. The final performance report shall be submitted either with the final payment request, or no later than 90 days from the expiration date of the instrument.

13. AUTHORIZED REPRESENTATIVES: By signature below, the recipient certifies that the individuals listed in this document as representatives of the recipient are authorized to act in their respective areas for matters related to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the last date written below.

  
DALLAS J. EMCH  
Forest Supervisor  
Willamette National Forest

6/11/07  
Date

  
KEIR C. MILLER  
Planner  
Lane County

JUNE 5 2007  
Date

Attachment: Application for Federal Assistance dated February 1, 2007

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into by and between LANE COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called COUNTY, and the undersigned RURAL FIRE PROTECTION DISTRICT, hereinafter called DISTRICT.

WHEREAS, ORS 190.010 and the Lane County Home Rule Charter provide that units of local governments may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform, and

WHEREAS the COUNTY has provided professional services to the DISTRICT for the purpose of applying on behalf of the Lane County Fire Defense Board to the Hood Willamette RAC for a Title II grant pursuant to Secure Rural Schools and Community Self-Determination Act of 2000, P. L. 106-393, to fund the procurement of four, 10,000-gallon water tanks and purchase of materials for 19 dry hydrants to be located within the eight rural fire districts or department boundaries as described in Attachment A, and

WHEREAS a Title II Federal Financial Assistance Grant No. NFS 07-DG-11061800-014 has been awarded by Hood-Willamette Resource Advisory Committee (RAC), hereinafter GRANTOR, pursuant to the attached Attachment B, NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### COUNTY AGREES TO:

1. Act as the "co-sponsor" of a Title II grant proposal to the Hood-Willamette RAC along with the Oregon Department of Forestry acting in the capacity of co-conveners of the Lane County Community Wildfire Protection Plan Steering Committee.
3. Coordinate the receipt of Title II funds and distribute the funds to the DISTRICT pursuant to paragraph 1 of the "District Agrees To" section below, in reimbursement of invoices for received materials by the DISTRICT as described in Attachment A.
4. Report the total amount of all payments to DISTRICT, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

### THE DISTRICT AGREES TO:

1. DEXTER RURAL FIRE PROTECTION DISTRICT (DEXTER) will act as fiscal agent for the Lane County and the undersigned DISTRICT for the purposes of procuring the materials as described on Attachment A and distribution of those materials to the DISTRICT.
2. The DISTRICT agree to perform all work required under the grant agreement in compliance with all applicable laws, and to acquire any necessary property rights for the placement of tanks, hydrants, or lines, and to reasonably maintain those facilities.
3. The DISTRICT will perform or require the performance of all work done pursuant to this agreement in accordance with all applicable Federal, State, and local laws and rules, including but not limited to securing all permits necessary to prepare sites and install the four 10,000-gallon water tanks at the locations as described in Attachment A. The DISTRICT certifies that all work shall be done in accordance with all necessary licenses, permits, or certificates.

4. The DISTRICT agrees to indemnify, defend and hold Lane County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of the DISTRICT, the DISTRICTS' agents, representatives or subcontractors, in the performance of or failure to perform this agreement.
5. DISTRICT has declared they are self-insured and maintain adequate and appropriate types of insurance coverage in amounts no less than state law requires for workers compensation, comprehensive general liability covering bodily injury and property damage, and automobile liability covering both bodily injury and property damage.
6. COUNTY, the Secretary of State's Office of the State of Oregon, and the Federal Government if funding for this agreement is from Federal sources, and their duly authorized representatives shall have access to the books, documents, papers and records of DISTRICT which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts and transcripts.
7. By execution of this agreement, DISTRICT certifies under penalty of perjury that they have not discriminated against minority, women or small business enterprises in obtaining any required subcontract.

ALL PARTIES AGREE THAT:

1. Upon DEXTER, in its capacity as fiscal agent for the undersigned DISTRICT, supplying COUNTY with invoices for materials as described in Attachment A, COUNTY will seek reimbursement therefore from the Granting Authority. Monies received by County shall be forwarded to DEXTER for payment of invoices, and DEXTER will forward applicable payments to DISTRICT. In no event will COUNTY be liable for any payments to DISTRICT in excess of those amounts paid to COUNTY by GRANTOR pursuant to the grant award at Exhibit "B."
2. This agreement shall be effective when signed by both parties and shall terminate on or before 30 June 2008.
3. This agreement may be cancelled by the COUNTY or the DISTRICT at any time, for any reason or for no reason with no liability, except compensation for services and materials previously provided, by giving the other party 30 days written notice.
4. Modifications or amendments to this agreement shall be effective only if in writing and executed by both parties.
5. Invoices and communications concerning the work to be performed under this agreement shall be sent to:

COUNTY  
Land Management Division Manager  
Lane County Land Management Division  
125 East 8<sup>th</sup> Avenue  
Eugene, Oregon 97401  
(541) 692-4349

DISTRICT  
Guy Harshbarger, Chief  
Dexter Rural Fire Protection District  
82781 Barbre Road  
Dexter, Oregon 97431  
(541) 937-3045

6. **Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually selected mediator. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, any controversy or claim arising out of or relating to this Agreement shall be settled by non-binding arbitration in accordance with the commercial rules of the American Arbitration Association (AAA). The disputes shall be resolved by one arbitrator. The parties agree to submit any dispute to the AAA office in the available location closest to the DISTRICT, with the hearing to be held in the available location closest to the DISTRICT, unless otherwise directed by the AAA.

7. **Waiver.** Failure of either party to enforce any provision of this agreement shall not constitute a waiver or relinquishment by either party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.

8. **Severability.** If any provision of this agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

The signatures below indicate acceptance of the terms and conditions of this agreement.

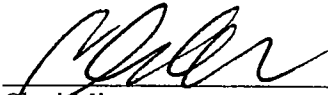
COUNTY

Date: \_\_\_\_\_

\_\_\_\_\_  
William A. Van Vactor  
County Administrator

DISTRICT

Date: 10-1-07

  
\_\_\_\_\_  
Chad Minter  
Fire Chief  
Coburg Rural Fire District

Approved as to Form  
Date \_\_\_\_\_ Lane County  
\_\_\_\_\_  
Office of Legal Counsel

**East Lane County Regional Defense Project -- Exhibit A to IGA**

Fire Protection District	Site	TRS - tax lot	Facility	Materials \$	Labor \$	Freight \$	Project Total \$	District Total \$
<b>Dexter RFPD</b>	Lost Creek - BLM Rd 20-1-10	20-01-10	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00	
Guy Harshbarger, Chief	Lost Creek Rd. - Guiley Creek	20-01-10	Dry hydrant	2,000.00	400.00		2,400.00	
	Lost Creek - Eagles Rest Rd	19-01-33	Dry hydrant	2,000.00	900.00		2,900.00	
	Lost Creek RD - Anthony Creek	19-01-21	Dry hydrant	2,000.00	400.00		2,400.00	26,270.00
<b>Hazeldell RFPD</b>	High Prairie Road	20-35-35	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00	
Jerry Shorey, Chief	Salt Creek Bridge	21-35-18	Dry hydrant	2,000.00	400.00		2,400.00	
	Gray Creek	21-35-22	Dry hydrant	2,000.00	900.00		2,900.00	23,870.00
<b>Oakridge FD</b>	Camp #6	20-35-35	Dry hydrant	2,000.00	900.00		2,900.00	2,900.00
N/A - Hazeldell								
<b>Lowell RFPD</b>	Station #2 - Fall Creek RC	18-01-33	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00	
Keith Hoehn, Chief	Big Fall Crk Rd - Fisherman Pt CG	18-15-26	Dry hydrant	2,000.00	900.00		2,900.00	
	Jasper/Lowell - Pengra Road	18-01-31	Dry hydrant	2,000.00	900.00		2,900.00	
	Big Fall Crk - Winberry Crk Rd	18-15-26	Dry hydrant	2,000.00	400.00		2,400.00	
	Jasper Lowell Rd - Fall Creek Park	19-01-03	Dry hydrant	2,000.00	400.00		2,400.00	
	Place Road MP 3	19-01-04	Dry hydrant	2,000.00	900.00		2,900.00	32,070.00
<b>Coburg RFD</b>	N Coburg Rd - Herman Rd	16-03-08, 100	Dry hydrant	2,000.00	900.00		2,900.00	
Chad Minter, Chief	Coburg Road - Lanes Turn Rd	16-04-12, 900	Dry hydrant	2,000.00	400.00		2,400.00	5,300.00
<b>Mohawk Valley RFD</b>	Sunderman Road - McGowan Crk	16-02-34, 501	Dry hydrant	2,000.00	900.00		2,900.00	
Dennis Shew, Chief	Marcola Road - Log Creek	15-01-22, 1106	Dry hydrant	2,000.00	900.00		2,900.00	
	Mohawk Road - Hilleman Road	16-01-05, 805	Dry hydrant	2,000.00	900.00		2,900.00	8,700.00
<b>Pleasant Hill RFPD</b>	Jasper Bridge	18-02-15	Dry hydrant	2,000.00	900.00		2,900.00	
Lyle Payne, Chief	Dilley Lane North - Hwy 58	18-02-30	Dry hydrant	2,000.00	900.00		2,900.00	
	Cloverdale Road - Hwy 58	18-02-29	Dry hydrant	2,000.00	900.00		2,900.00	8,700.00
<b>McKenzie RFPD</b>	Sky High - McKenzie Acres	17-02-21	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00	
Dana Burwell, Chief								18,570.00
<b>03-23-2006 LMD-WFS</b>	<b>East Lane County Regional Defense Project -- Totals</b>			<b>96,680.00</b>	<b>24,213.00</b>	<b>6,000.00</b>	<b>126,380.00</b>	

**Attachment B**

FEDERAL FINANCIAL ASSISTANCE  
GRANT NO. NFS 07-DG-11061800-014

*between*

LANE COUNTY

*and*

USDA FOREST SERVICE  
PACIFIC NORTHWEST REGION  
WILLAMETTE NATIONAL FOREST

*East Lane County Regional Fire Defense Project*

Upon execution of this document an award to Lane County in an amount of \$107,765 is made under the terms of the Secure Rural Schools and Community Self-Determination Act of 2000 Title II, P.L. 106-393, and accepted for the objectives and purpose described in the attached Project Submission Form and Application for Federal Assistance, which is incorporated and made part of this award and subject to the requirements set forth below.

This is an award of Federal Assistance and as such is subject to the Office of Management and Budget OMB Circular A-102 as implemented by USDA regulations 7 CFR 3016, and 7 CFR 3015; OMB Circular A-87; and OMB Circular A-133 as implemented by USDA regulation 7 CFR 3052. [OMB Circulars are available on the Internet at [www.whitehouse.gov/OMB/grants](http://www.whitehouse.gov/OMB/grants). CFR's can be obtained at: [www.gpoaccess.gov/cfr/index.html](http://www.gpoaccess.gov/cfr/index.html)]

The following administrative provisions apply to this grant:

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Forest Service Administrative Contact
Jill W. Zan
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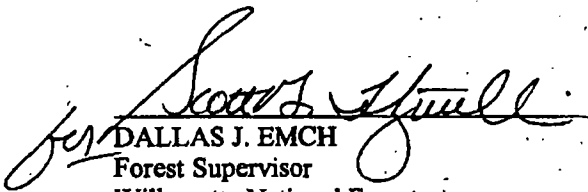
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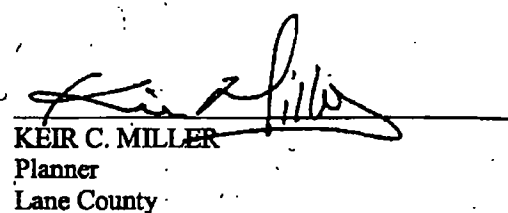
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IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the last date written below.

  
DALLAS J. EMCH  
Forest Supervisor  
Willamette National Forest

6/11/07  
Date

  
KEIR C. MILLER  
Planner  
Lane County

JUNE 5 2007  
Date

Attachment: Application for Federal Assistance dated February 1, 2007

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into by and between LANE COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called COUNTY, and the undersigned RURAL FIRE PROTECTION DISTRICT, hereinafter called DISTRICT.

WHEREAS, ORS 190.010 and the Lane County Home Rule Charter provide that units of local governments may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform, and

WHEREAS the COUNTY has provided professional services to the DISTRICT for the purpose of applying on behalf of the Lane County Fire Defense Board to the Hood Willamette RAC for a Title II grant pursuant to Secure Rural Schools and Community Self-Determination Act of 2000, P. L. 106-393, to fund the procurement of four, 10,000-gallon water tanks and purchase of materials for 19 dry hydrants to be located within the eight rural fire districts or department boundaries as described in Attachment A, and

WHEREAS a Title II Federal Financial Assistance Grant No. NFS 07-DG-11061800-014 has been awarded by Hood-Willamette Resource Advisory Committee (RAC), hereinafter GRANTOR, pursuant to the attached Attachment B, NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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2. This agreement shall be effective when signed by both parties and shall terminate on or before 30 June 2008.
3. This agreement may be cancelled by the COUNTY or the DISTRICT at any time, for any reason or for no reason with no liability, except compensation for services and materials previously provided, by giving the other party 30 days written notice.
4. Modifications or amendments to this agreement shall be effective only if in writing and executed by both parties.
5. Invoices and communications concerning the work to be performed under this agreement shall be sent to:

COUNTY  
Land Management Division Manager  
Lane County Land Management Division  
125 East 8<sup>th</sup> Avenue  
Eugene, Oregon 97401  
(541) 692-4349

DISTRICT  
Guy Harshbarger, Chief  
Dexter Rural Fire Protection District  
82781 Barbre Road  
Dexter, Oregon 97431  
(541) 937-3045

6. **Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually selected mediator. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, any controversy or claim arising out of or relating to this Agreement shall be settled by non-binding arbitration in accordance with the commercial rules of the American Arbitration Association (AAA). The disputes shall be resolved by one arbitrator. The parties agree to submit any dispute to the AAA office in the available location closest to the DISTRICT, with the hearing to be held in the available location closest to the DISTRICT, unless otherwise directed by the AAA.

7. **Waiver.** Failure or either party to enforce any provision of this agreement shall not constitute a waiver or relinquishment by either party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.

8. **Severability.** If any provision of this agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

The signatures below indicate acceptance of the terms and conditions of this agreement.

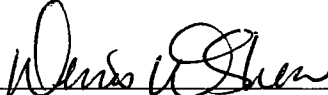
COUNTY

Date: \_\_\_\_\_

\_\_\_\_\_  
William A. Van Vactor  
County Administrator

DISTRICT

Date: 9-26-2007

  
\_\_\_\_\_  
Dennis Shew  
Fire Chief  
Mohawk Valley Rural Fire District

Approved as to Form  
Date \_\_\_\_\_ Lane County  
\_\_\_\_\_  
Office of Legal Counsel

**East Lane County Regional Defense Project -- Exhibit A to IGA**

Fire Protection District	Site	TRS - tax lot	Facility	Materials \$	Labor \$	Freight \$	Project Total \$	District Total \$
<b>Dexter RFPD</b>	Lost Creek - BLM Rd 20-1-10	20-01-10	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00	
<b>Guy Harshbarger, Chief</b>	Lost Creek Rd. - Guiley Creek	20-01-10	Dry hydrant	2,000.00	400.00		2,400.00	
	Lost Creek - Eagles Rest Rd	19-01-33	Dry hydrant	2,000.00	900.00		2,900.00	
	Lost Creek RD - Anthony Creek	19-01-21	Dry hydrant	2,000.00	400.00		2,400.00	<b>26,270.00</b>
<b>Hazeldell RFPD</b>	High Prairie Road	20-35-35	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00	
<b>Jerry Shorey, Chief</b>	Salt Creek Bridge	21-35-18	Dry hydrant	2,000.00	400.00		2,400.00	
	Gray Creek	21-35-22	Dry hydrant	2,000.00	900.00		2,900.00	<b>23,870.00</b>
<b>Oakridge FD</b>	Camp #6	20-35-35	Dry hydrant	2,000.00	900.00		2,900.00	<b>2,900.00</b>
<b>N/A - Hazeldell</b>								
<b>Lowell RFPD</b>	Station #2 - Fall Creek RC	18-01-33	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00	
<b>Keith Hoehn, Chief</b>	Big Fall Crk Rd - Fisherman Pt CG	18-15-26	Dry hydrant	2,000.00	900.00		2,900.00	
	Jasper/Lowell - Pengra Road	18-01-31	Dry hydrant	2,000.00	900.00		2,900.00	
	Big Fall Crk - Winberry Crk Rd	18-15-26	Dry hydrant	2,000.00	400.00		2,400.00	
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	Place Road MP 3	19-01-04	Dry hydrant	2,000.00	900.00		2,900.00	<b>32,070.00</b>
<b>Coburg RFD</b>	N Coburg Rd - Herman Rd	16-03-08, 100	Dry hydrant	2,000.00	900.00		2,900.00	
<b>Chad Minter, Chief</b>	Coburg Road - Lanes Turn Rd	16-04-12, 900	Dry hydrant	2,000.00	400.00		2,400.00	<b>5,300.00</b>
<b>Mohawk Valley RFD</b>	Sunderman Road - McGowan Crk	16-02-34, 501	Dry hydrant	2,000.00	900.00		2,900.00	
<b>Dennis Shew, Chief</b>	Marcola Road - Log Creek	15-01-22, 1106	Dry hydrant	2,000.00	900.00		2,900.00	
	Mohawk Road - Hileman Road	16-01-05, 805	Dry hydrant	2,000.00	900.00		2,900.00	<b>8,700.00</b>
<b>Pleasant Hill RFPD</b>	Jasper Bridge	18-02-15	Dry hydrant	2,000.00	900.00		2,900.00	
<b>Lyle Paynes, Chief</b>	Dilley Lane North - Hwy 58	18-02-30	Dry hydrant	2,000.00	900.00		2,900.00	
	Cloverdale Road - Hwy 58	18-02-29	Dry hydrant	2,000.00	900.00		2,900.00	<b>8,700.00</b>
<b>McKenzie RFPD</b>	Sky High - McKenzie Acres	17-02-21	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00	
<b>Dana Burwell, Chief</b>								<b>18,570.00</b>
<b>03-23-2006 LMD-WFS</b>				<b>96,680.00</b>	<b>24,213.00</b>	<b>6,000.00</b>	<b>126,380.00</b>	

**Attachment B**

FEDERAL FINANCIAL ASSISTANCE  
GRANT NO. NFS 07-DG-11061800-014

*between*

LANE COUNTY

*and*

USDA FOREST SERVICE  
PACIFIC NORTHWEST REGION  
WILLAMETTE NATIONAL FOREST

*East Lane County Regional Fire Defense Project*

Upon execution of this document an award to Lane County in an amount of \$107,765 is made under the terms of the Secure Rural Schools and Community Self-Determination Act of 2000 Title II, P.L. 106-393, and accepted for the objectives and purpose described in the attached Project Submission Form and Application for Federal Assistance, which is incorporated and made part of this award and subject to the requirements set forth below.

This is an award of Federal Assistance and as such is subject to the Office of Management and Budget OMB Circular A-102 as implemented by USDA regulations 7 CFR 3016, and 7 CFR 3015; OMB Circular A-87; and OMB Circular A-133 as implemented by USDA regulation 7 CFR 3052. [OMB Circulars are available on the Internet at [www.whitehouse.gov/OMB/grants](http://www.whitehouse.gov/OMB/grants). CFR's can be obtained at: [www.gpoaccess.gov/cfr/index.html](http://www.gpoaccess.gov/cfr/index.html)]

The following administrative provisions apply to this grant:

1. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS. Forest Service support shall be acknowledged in any publications and audiovisuals developed as a result of this instrument.
2. FINANCIAL STATUS AND CASH REPORTING. A Financial Status Report, Form SF-269A, or SF-269 (when program income is involved), shall be submitted annually. The final Form SF-269A or SF-269 shall be submitted either with the final payment request, or no later than 90 days from the expiration date of the instrument.
3. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
4. NONDISCRIMINATION. The recipient shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients' programs that are produced by the recipients for public information, public education, or public distribution:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, "This institution is an equal opportunity provider."

5. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through **June 30, 2008**, at which time it will expire unless extended. **Pre-award costs** are approved for reasonable and allowable expenditures for activities described in the application incurred beginning on **April 1, 2007**, through date of award.

6. EXTENSION OF PERFORMANCE PERIOD. The Forest Service, by written modification may extend the performance period of this instrument for a total duration not to exceed 5 years from its original date of execution.

7. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Contact	Recipient Contact
Todd Camm	Keir Miller
Willamette National Forest, Middle Fork Ranger Dist. 46375 Highway 58 Westfir, OR 97492	Lane County Land Management Division 125 East 8 <sup>th</sup> Ave. Eugene, OR 97401
Phone: (541) 782-5303	Phone: (541) 682-4631
FAX: (541) 782-5336	FAX: (541) 682-3947
E-Mail: <a href="mailto:tcamm@fs.fed.us">tcamm@fs.fed.us</a>	E-Mail: <a href="mailto:keir.miller@co.lane.or.us">keir.miller@co.lane.or.us</a>

Forest Service Administrative Contact
Jill W. Zan
Forest Service, Region 6 Acquisitions
P.O. Box 520
Medford, OR 97501
Phone: (541) 858-2230
FAX: (541) 858-2224
E-Mail: <a href="mailto:jzan@fs.fed.us">jzan@fs.fed.us</a>

8. AVAILABILITY OF FUNDS. Funds in the amount of \$107,765 are currently available for performance of this instrument through June 30, 2008. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond June 30, 2008, until funds are made available to the Forest Service for performance and until the recipient receives notice of availability to be confirmed in a written modification by the Forest Service.

9. **ELECTRONIC FUNDS TRANSFER.** The recipient has designated a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible.

10. **PRE-AWARD COSTS.** Reimburse the recipient for reasonable and allowable expenditures for activities described in the application incurred beginning on April 1, 2007, through date of award.

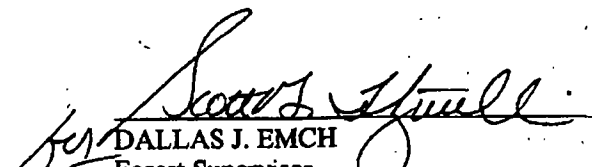
11. **REIMBURSABLE PAYMENTS.** Reimbursable payments are approved under this instrument. Only costs for those project activities approved in (1) the initial instrument, or (2) modifications thereto, are allowable. Requests for payment shall be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, no more than monthly. [Forms can be found at [www.fs.fed.us/r6/coop](http://www.fs.fed.us/r6/coop) under the "Grant Forms" tab] Fax or submit original invoice(s) for payment to:

**USDA Forest Service  
Albuquerque Service Center  
Payments - Grants & Agreements  
101B Sun Avenue NE  
Albuquerque, NM 87109  
FAX: (877) 687-4894**

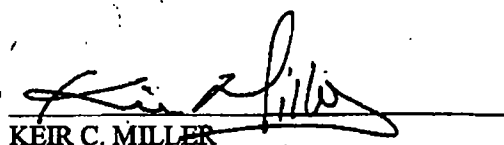
12. **PROGRAM PERFORMANCE REPORTS.** Submit a performance report annually. The final performance report shall be submitted either with the final payment request, or no later than 90 days from the expiration date of the instrument.

13. **AUTHORIZED REPRESENTATIVES:** By signature below, the recipient certifies that the individuals listed in this document as representatives of the recipient are authorized to act in their respective areas for matters related to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the last date written below.

  
DALLAS J. EMCH  
Forest Supervisor  
Willamette National Forest

6/11/07  
Date

  
KEIR C. MILLER  
Planner  
Lane County

June 5, 2007  
Date

Attachment: Application for Federal Assistance dated February 1, 2007



**INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT is entered into by and between LANE COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called COUNTY, and the undersigned RURAL FIRE PROTECTION DISTRICT, hereinafter called DISTRICT.

WHEREAS, ORS 190.010 and the Lane County Home Rule Charter provide that units of local governments may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform, and

WHEREAS the COUNTY has provided professional services to the DISTRICT for the purpose of applying on behalf of the Lane County Fire Defense Board to the Hood Willamette RAC for a Title II grant pursuant to Secure Rural Schools and Community Self-Determination Act of 2000, P. L. 106-393, to fund the procurement of four, 10,000-gallon water tanks and purchase of materials for 19 dry hydrants to be located within the eight rural fire districts or department boundaries as described in Attachment A, and

WHEREAS a Title II Federal Financial Assistance Grant No. NFS 07-DG-11061800-014 has been awarded by Hood-Willamette Resource Advisory Committee (RAC), hereinafter GRANTOR, pursuant to the attached Attachment B, NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**COUNTY AGREES TO:**

1. Act as the "co-sponsor" of a Title II grant proposal to the Hood-Willamette RAC along with the Oregon Department of Forestry acting in the capacity of co-conveners of the Lane County Community Wildfire Protection Plan Steering Committee.
3. Coordinate the receipt of Title II funds and distribute the funds to the DISTRICT pursuant to paragraph 1 of the "District Agrees To" section below, in reimbursement of invoices for received materials by the DISTRICT as described in Attachment A.
4. Report the total amount of all payments to DISTRICT, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

**THE DISTRICT AGREES TO:**

1. DEXTER RURAL FIRE PROTECTION DISTRICT (DEXTER) will act as fiscal agent for the Lane County and the undersigned DISTRICT for the purposes of procuring the materials as described on Attachment A and distribution of those materials to the DISTRICT.
2. The DISTRICT agree to perform all work required under the grant agreement in compliance with all applicable laws, and to acquire any necessary property rights for the placement of tanks, hydrants, or lines, and to reasonably maintain those facilities.
3. The DISTRICT will perform or require the performance of all work done pursuant to this agreement in accordance with all applicable Federal, State, and local laws and rules, including but not limited to securing all permits necessary to prepare sites and install the four 10,000-gallon water tanks at the locations as described in Attachment A. The DISTRICT certifies that all work shall be done in accordance with all necessary licenses, permits, or certificates.

4. The DISTRICT agrees to indemnify, defend and hold Lane County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of the DISTRICT, the DISTRICTS' agents, representatives or subcontractors, in the performance of or failure to perform this agreement.
5. DISTRICT has declared they are self-insured and maintain adequate and appropriate types of insurance coverage in amounts no less than state law requires for workers compensation, comprehensive general liability covering bodily injury and property damage, and automobile liability covering both bodily injury and property damage.
6. COUNTY, the Secretary of State's Office of the State of Oregon, and the Federal Government if funding for this agreement is from Federal sources, and their duly authorized representatives shall have access to the books, documents, papers and records of DISTRICT which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts and transcripts.
7. By execution of this agreement, DISTRICT certifies under penalty of perjury that they have not discriminated against minority, women or small business enterprises in obtaining any required subcontract.

**ALL PARTIES AGREE THAT:**

1. Upon DEXTER, in its capacity as fiscal agent for the undersigned DISTRICT, supplying COUNTY with invoices for materials as described in Attachment A, COUNTY will seek reimbursement therefore from the Granting Authority. Monies received by County shall be forwarded to DEXTER for payment of invoices, and DEXTER will forward applicable payments to DISTRICT. In no event will COUNTY be liable for any payments to DISTRICT in excess of those amounts paid to COUNTY by GRANTOR pursuant to the grant award at Exhibit "B."
2. This agreement shall be effective when signed by both parties and shall terminate on or before 30 June 2008.
3. This agreement may be cancelled by the COUNTY or the DISTRICT at any time, for any reason or for no reason with no liability, except compensation for services and materials previously provided, by giving the other party 30 days written notice.
4. Modifications or amendments to this agreement shall be effective only if in writing and executed by both parties.
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Land Management Division Manager  
Lane County Land Management Division  
125 East 8<sup>th</sup> Avenue  
Eugene, Oregon 97401  
(541) 692-4349

DISTRICT  
Guy Harshbarger, Chief  
Dexter Rural Fire Protection District  
82781 Barbre Road  
Dexter, Oregon 97431  
(541) 937-3045

6. **Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually selected mediator. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

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The signatures below indicate acceptance of the terms and conditions of this agreement.

COUNTY

Date: \_\_\_\_\_

\_\_\_\_\_  
William A. Van Vactor  
County Administrator

DISTRICT

Date: 10-11-2007

\_\_\_\_\_  
Lyle Payne  
Fire Chief  
Pleasant Hill Rural Fire Protection District

*Paul Budgett*  
Board Chairman

Approved as to Form  
Date \_\_\_\_\_ Lane County  
\_\_\_\_\_  
Office of Legal Counsel

**East Lane County Regional Defense Project -- Exhibit A to IGA**

Fire Protection District	Site	TRS - tax lot	Facility	Materials \$	Labor \$	Freight \$	Project Total \$	District Total \$
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**Attachment B**FEDERAL FINANCIAL ASSISTANCE  
GRANT NO. NFS 07-DG-11061800-014*between*

LANE COUNTY

*and*USDA FOREST SERVICE  
PACIFIC NORTHWEST REGION  
WILLAMETTE NATIONAL FOREST*East Lane County Regional Fire Defense Project*

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3. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
4. NONDISCRIMINATION. The recipient shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients' programs that are produced by the recipients for public information, public education, or public distribution:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, "This institution is an equal opportunity provider."

5. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through **June 30, 2008**, at which time it will expire unless extended. **Pre-award costs** are approved for reasonable and allowable expenditures for activities described in the application incurred beginning on **April 1, 2007**, through date of award.

6. EXTENSION OF PERFORMANCE PERIOD. The Forest Service, by written modification may extend the performance period of this instrument for a total duration not to exceed 5 years from its original date of execution.

7. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Contact	Recipient Contact
Todd Camm	Keir Miller
Willamette National Forest, Middle Fork Ranger Dist.	Lane County Land Management Division
46375 Highway 58	125 East 8 <sup>th</sup> Ave.
Westfir, OR 97492	Eugene, OR 97401
Phone: (541) 782-5303	Phone: (541) 682-4631
FAX: (541) 782-5336	FAX: (541) 682-3947
E-Mail: <a href="mailto:tcamm@fs.fed.us">tcamm@fs.fed.us</a>	E-Mail: <a href="mailto:keir.miller@co.lane.or.us">keir.miller@co.lane.or.us</a>

Forest Service Administrative Contact
Jill W. Zan
Forest Service, Region 6 Acquisitions
P.O. Box 520
Medford, OR 97501
Phone: (541) 858-2230
FAX: (541) 858-2224
E-Mail: <a href="mailto:jzan@fs.fed.us">jzan@fs.fed.us</a>

8. AVAILABILITY OF FUNDS. Funds in the amount of \$107,765 are currently available for performance of this instrument through June 30, 2008. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond June 30, 2008, until funds are made available to the Forest Service for performance and until the recipient receives notice of availability to be confirmed in a written modification by the Forest Service.

9. ELECTRONIC FUNDS TRANSFER. The recipient has designated a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible.

10. PRE-AWARD COSTS. Reimburse the recipient for reasonable and allowable expenditures for activities described in the application incurred beginning on April 1, 2007, through date of award.

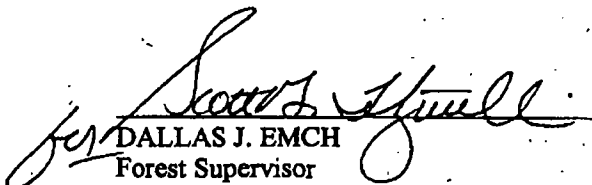
11. REIMBURSABLE PAYMENTS. Reimbursable payments are approved under this instrument. Only costs for those project activities approved in (1) the initial instrument, or (2) modifications thereto, are allowable. Requests for payment shall be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, no more than monthly. [Forms can be found at [www.fs.fed.us/r6/coop](http://www.fs.fed.us/r6/coop) under the "Grant Forms" tab] Fax or submit original invoice(s) for payment to:

USDA Forest Service  
Albuquerque Service Center  
Payments - Grants & Agreements  
101B Sun Avenue NE  
Albuquerque, NM 87109  
FAX: (877) 687-4894

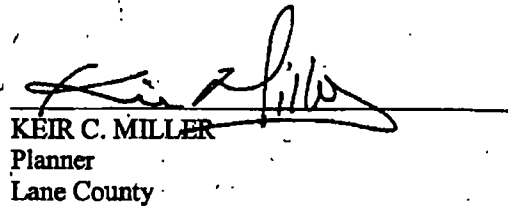
12. PROGRAM PERFORMANCE REPORTS. Submit a performance report annually. The final performance report shall be submitted either with the final payment request, or no later than 90 days from the expiration date of the instrument.

13. AUTHORIZED REPRESENTATIVES: By signature below, the recipient certifies that the individuals listed in this document as representatives of the recipient are authorized to act in their respective areas for matters related to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the last date written below.

  
DALLAS J. EMCH  
Forest Supervisor  
Willamette National Forest

6/11/07  
Date

  
KEIR C. MILLER  
Planner  
Lane County

JUNE 5, 2007  
Date

Attachment: Application for Federal Assistance dated February 1, 2007

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into by and between LANE COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called COUNTY, and the undersigned RURAL FIRE PROTECTION DISTRICT, hereinafter called DISTRICT.

WHEREAS, ORS 190.010 and the Lane County Home Rule Charter provide that units of local governments may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform, and

WHEREAS the COUNTY has provided professional services to the DISTRICT for the purpose of applying on behalf of the Lane County Fire Defense Board to the Hood Willamette RAC for a Title II grant pursuant to Secure Rural Schools and Community Self-Determination Act of 2000, P. L. 106-393, to fund the procurement of four, 10,000-gallon water tanks and purchase of materials for 19 dry hydrants to be located within the eight rural fire districts or department boundaries as described in Attachment A, and

WHEREAS a Title II Federal Financial Assistance Grant No. NFS 07-DG-11061800-014 has been awarded by Hood-Willamette Resource Advisory Committee (RAC), hereinafter GRANTOR, pursuant to the attached Attachment B, NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### COUNTY AGREES TO:

1. Act as the "co-sponsor" of a Title II grant proposal to the Hood-Willamette RAC along with the Oregon Department of Forestry acting in the capacity of co-conveners of the Lane County Community Wildfire Protection Plan Steering Committee.
3. Coordinate the receipt of Title II funds and distribute the funds to the DISTRICT pursuant to paragraph 1 of the "District Agrees To" section below, in reimbursement of invoices for received materials by the DISTRICT as described in Attachment A.
4. Report the total amount of all payments to DISTRICT, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

### THE DISTRICT AGREES TO:

1. DEXTER RURAL FIRE PROTECTION DISTRICT (DEXTER) will act as fiscal agent for the Lane County and the undersigned DISTRICT for the purposes of procuring the materials as described on Attachment A and distribution of those materials to the DISTRICT.
2. The DISTRICT agree to perform all work required under the grant agreement in compliance with all applicable laws, and to acquire any necessary property rights for the placement of tanks, hydrants, or lines, and to reasonably maintain those facilities.
3. The DISTRICT will perform or require the performance of all work done pursuant to this agreement in accordance with all applicable Federal, State, and local laws and rules, including but not limited to securing all permits necessary to prepare sites and install the four 10,000-gallon water tanks at the locations as described in Attachment A. The DISTRICT certifies that all work shall be done in accordance with all necessary licenses, permits, or certificates.



4. The DISTRICT agrees to indemnify, defend and hold Lane County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of the DISTRICT, the DISTRICTS' agents, representatives or subcontractors, in the performance of or failure to perform this agreement.
5. DISTRICT has declared they are self-insured and maintain adequate and appropriate types of insurance coverage in amounts no less than state law requires for workers compensation, comprehensive general liability covering bodily injury and property damage, and automobile liability covering both bodily injury and property damage.
6. COUNTY, the Secretary of State's Office of the State of Oregon, and the Federal Government if funding for this agreement is from Federal sources, and their duly authorized representatives shall have access to the books, documents, papers and records of DISTRICT which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts and transcripts.
7. By execution of this agreement, DISTRICT certifies under penalty of perjury that they have not discriminated against minority, women or small business enterprises in obtaining any required subcontract.

ALL PARTIES AGREE THAT:

1. Upon DEXTER, in its capacity as fiscal agent for the undersigned DISTRICT, supplying COUNTY with invoices for materials as described in Attachment A, COUNTY will seek reimbursement therefore from the Granting Authority. Monies received by County shall be forwarded to DEXTER for payment of invoices, and DEXTER will forward applicable payments to DISTRICT. In no event will COUNTY be liable for any payments to DISTRICT in excess of those amounts paid to COUNTY by GRANTOR pursuant to the grant award at Exhibit "B."
2. This agreement shall be effective when signed by both parties and shall terminate on or before 30 June 2008.
3. This agreement may be cancelled by the COUNTY or the DISTRICT at any time, for any reason or for no reason with no liability, except compensation for services and materials previously provided, by giving the other party 30 days written notice.
4. Modifications or amendments to this agreement shall be effective only if in writing and executed by both parties.
5. Invoices and communications concerning the work to be performed under this agreement shall be sent to:

COUNTY  
Land Management Division Manager  
Lane County Land Management Division  
125 East 8<sup>th</sup> Avenue  
Eugene, Oregon 97401  
(541) 692-4349

DISTRICT  
Guy Harshbarger, Chief  
Dexter Rural Fire Protection District  
82781 Barbre Road  
Dexter, Oregon 97431  
(541) 937-3045

6. Dispute Resolution. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually selected mediator. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, any controversy or claim arising out of or relating to this Agreement shall be settled by non-binding arbitration in accordance with the commercial rules of the American Arbitration Association (AAA). The disputes shall be resolved by one arbitrator. The parties agree to submit any dispute to the AAA office in the available location closest to the DISTRICT, with the hearing to be held in the available location closest to the DISTRICT, unless otherwise directed by the AAA.

7. Waiver. Failure of either party to enforce any provision of this agreement shall not constitute a waiver or relinquishment by either party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.
8. Severability. If any provision of this agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

The signatures below indicate acceptance of the terms and conditions of this agreement.

COUNTY

Date: \_\_\_\_\_

\_\_\_\_\_  
William A. Van Vactor  
County Administrator

DISTRICT

Date: 10-3-2007

Dale Ledyard  
~~Dana Burwell~~ Dale Ledyard  
Fire Chief  
McKenzie Rural Fire Protection District

Approved as to Form  
Date \_\_\_\_\_ Lane County

\_\_\_\_\_  
Office of Legal Counsel

**East Lane County Regional Defense Project -- Exhibit A to IGA**

Fire Protection District	Site	TRS - tax lot	Facility	Materials \$	Labor \$	Freight \$	Project Total \$	District Total \$
<b>Dexter RFPD</b>	Lost Creek - BLM Rd 20-1-10	20-01-10	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00	
	Lost Creek Rd. - Guiley Creek	20-01-10	Dry hydrant	2,000.00	400.00		2,400.00	
	Lost Creek - Eagles Rest Rd	19-01-33	Dry hydrant	2,000.00	900.00		2,900.00	
	Lost Creek RD - Anthony Creek	19-01-21	Dry hydrant	2,000.00	400.00		2,400.00	26,270.00
<hr/>								
<b>Hazeldell RFPD</b>	High Prairie Road	20-35-35	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00	
	Salt Creek Bridge	21-35-18	Dry hydrant	2,000.00	400.00		2,400.00	
	Gray Creek	21-35-22	Dry hydrant	2,000.00	900.00		2,900.00	23,870.00
<hr/>								
<b>Oakridge FD</b>	Camp #6	20-35-35	Dry hydrant	2,000.00	900.00		2,900.00	2,900.00
	N/A - Hazeldell							>
<hr/>								
<b>Lowell RFPD</b>	Station #2 - Fall Creek RC	18-01-33	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00	
	Big Fall Crk Rd - Fisherman Pt CG	18-15-26	Dry hydrant	2,000.00	900.00		2,900.00	
	Jasper/Lowell - Pengra Road	18-01-31	Dry hydrant	2,000.00	900.00		2,900.00	
	Big Fall Crk - Winberry Crk Rd	18-15-26	Dry hydrant	2,000.00	400.00		2,400.00	
	Jasper Lowell Rd - Fall Creek Park	19-01-03	Dry hydrant	2,000.00	400.00		2,400.00	
	Place Road MP 3	19-01-04	Dry hydrant	2,000.00	900.00		2,900.00	32,070.00
<hr/>								
<b>Coburg RFD</b>	N Coburg Rd - Herman Rd	16-03-08, 100	Dry hydrant	2,000.00	900.00		2,900.00	
	Coburg Road - Lanes Turn Rd	16-04-12, 900	Dry hydrant	2,000.00	400.00		2,400.00	5,300.00
<hr/>								
<b>Mohawk Valley RFD</b>	Sunderman Road - McGowan Crk	16-02-34, 501	Dry hydrant	2,000.00	900.00		2,900.00	
	Marcola Road - Log Creek	15-01-22, 1106	Dry hydrant	2,000.00	900.00		2,900.00	
	Mohawk Road - Hilleman Road	16-01-05, 805	Dry hydrant	2,000.00	900.00		2,900.00	8,700.00
<hr/>								
<b>Pleasant Hill RFPD</b>	Jasper Bridge	18-02-15	Dry hydrant	2,000.00	900.00		2,900.00	
	Dilley Lane North - Hwy 58	18-02-30	Dry hydrant	2,000.00	900.00		2,900.00	
	Cloverdale Road - Hwy 58	18-02-29	Dry hydrant	2,000.00	900.00		2,900.00	8,700.00
<hr/>								
<b>McKenzie RFPD</b>	Sky High - McKenzie Acres	17-02-21	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00	18,570.00
	Dana Burwell, Chief							>
<hr/>								
<b>03-23-2006 LMD-WFS</b>				<b>96,680.00</b>	<b>24,213.00</b>	<b>6,000.00</b>	<b>&gt;</b>	<b>126,380.00</b>

**Attachment B**

FEDERAL FINANCIAL ASSISTANCE  
GRANT NO. NFS 07-DG-11061800-014

*between*

LANE COUNTY

*and*

USDA FOREST SERVICE  
PACIFIC NORTHWEST REGION  
WILLAMETTE NATIONAL FOREST

*East Lane County Regional Fire Defense Project*

Upon execution of this document an award to Lane County in an amount of \$107,765 is made under the terms of the Secure Rural Schools and Community Self-Determination Act of 2000 Title II, P.L. 106-393, and accepted for the objectives and purpose described in the attached Project Submission Form and Application for Federal Assistance, which is incorporated and made part of this award and subject to the requirements set forth below.

This is an award of Federal Assistance and as such is subject to the Office of Management and Budget OMB Circular A-102 as implemented by USDA regulations 7 CFR 3016, and 7 CFR 3015; OMB Circular A-87; and OMB Circular A-133 as implemented by USDA regulation 7 CFR 3052. [OMB Circulars are available on the Internet at [www.whitehouse.gov/OMB/grants](http://www.whitehouse.gov/OMB/grants). CFR's can be obtained at: [www.gpoaccess.gov/cfr/index.html](http://www.gpoaccess.gov/cfr/index.html)]

The following administrative provisions apply to this grant:

1. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS. Forest Service support shall be acknowledged in any publications and audiovisuals developed as a result of this instrument.
2. FINANCIAL STATUS AND CASH REPORTING. A Financial Status Report, Form SF-269A, or SF-269 (when program income is involved), shall be submitted annually. The final Form SF-269A or SF-269 shall be submitted either with the final payment request, or no later than 90 days from the expiration date of the instrument.
3. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
4. NONDISCRIMINATION. The recipient shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients' programs that are produced by the recipients for public information, public education, or public distribution:

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Forest Service Contact	Recipient Contact
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Willamette National Forest, Middle Fork Ranger Dist.	Lane County Land Management Division
46375 Highway 58	125 East 8 <sup>th</sup> Ave.
Westfir, OR 97492	Eugene, OR 97401
Phone: (541) 782-5303	Phone: (541) 682-4631
FAX: (541) 782-5336	FAX: (541) 682-3947
E-Mail: <a href="mailto:tcamm@fs.fed.us">tcamm@fs.fed.us</a>	E-Mail: <a href="mailto:keir.miller@co.lane.or.us">keir.miller@co.lane.or.us</a>

Forest Service Administrative Contact
Jill W. Zan
Forest Service, Region 6 Acquisitions
P.O. Box 520
Medford, OR 97501
Phone: (541) 858-2230
FAX: (541) 858-2224
E-Mail: <a href="mailto:jzan@fs.fed.us">jzan@fs.fed.us</a>

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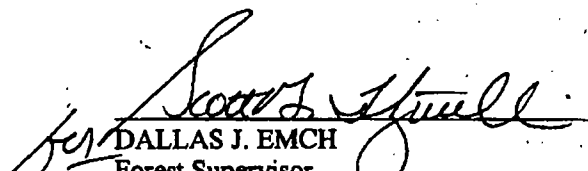
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USDA Forest Service  
Albuquerque Service Center  
Payments - Grants & Agreements  
101B Sun Avenue NE  
Albuquerque, NM 87109  
FAX: (877) 687-4894


12. PROGRAM PERFORMANCE REPORTS. Submit a performance report annually. The final performance report shall be submitted either with the final payment request, or no later than 90 days from the expiration date of the instrument.

13. AUTHORIZED REPRESENTATIVES: By signature below, the recipient certifies that the individuals listed in this document as representatives of the recipient are authorized to act in their respective areas for matters related to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the last date written below.

  
DALLAS J. EMCH  
Forest Supervisor  
Willamette National Forest

6/11/07  
Date

  
KEIR C. MILLER  
Planner  
Lane County

JUNE 5 2007  
Date

Attachment: Application for Federal Assistance dated February 1, 2007

**SECURE RURAL SCHOOLS AND COMMUNITY SELF-DETERMINATION ACT OF 2000  
PUBLIC LAW 106-393**

**TITLE II PROJECT SUBMISSION FORM  
HOOD - WILLAMETTE RESOURCE ADVISORY COMMITTEE**

<b>1. Project Number (Assigned by Designated Federal Official):</b>	<b>HW-07-048</b>
---	------------------

**2007 Funding Fiscal Year**

<b>2. Project Name</b>	East Lane Regional Fire Defense	<b>3. County</b>	Lane
<b>4. Project Sponsor</b>	Lane County	<b>5. Date</b>	March 29, 2006
<b>6. Sponsor's Phone Number</b>	541 682-3772 541 726-3588	<b>7. Sponsor's E-mail</b>	<u>Bill.Sage@co.lane.or.us</u> <u>GWAGENBLAST@ODF.STATE.OR</u> <u>.US</u>
<b>8. Sponsor's Mailing Address</b>	*Lane County Land Management Division, Attn: Bill Sage, Public Services Building, 125 East 8 <sup>th</sup> Avenue, Eugene, OR 97401; and *Oregon Department of Forestry- East Lane District, Attn: Greg Wagenblast, 3150 East Main Street, Springfield, OR 97478.		

**9. Project Location**

<b>a. 4<sup>th</sup> Field Watershed Name and HUC #</b>		Middle Fork Willamette 17090001	
<b>b. Township</b>	<b>Range</b>	<b>Section(s)</b>	
Township	Range	Section(s)	
Township	Range	Section(s)	
Township	Range	Section(s)	
Township	Range	Section(s)	
<b>c. National Forest</b>	Willamette	<b>d. Forest Service District</b>	Middle Fork
<b>e. State / Private / Other lands involved?</b>	Yes	<input checked="" type="checkbox"/> X	No
	If yes, specify: Rural Fire Protection District properties.		

**10. Project Goals and Objectives (max. 7 lines)**

Access to strategically-sited water supplies to refill tenders and tankers is a very high priority issue for local, state and federal fire fighting crews in Eastern Lane County. This project will significantly increase the emergency water storage capabilities available to eight rural fire protection districts, the Oregon Department of Forestry - East Lane District, and the Willamette National Forest - Middle Fork Ranger District, in the Lower McKenzie Watershed and the Middle Fork of the Willamette Watershed in the event of a structural fire or in response under mutual aid agreements to a resource base fire. The sites and storage facilities identified in 11. below, would be sited on RFPD land, maintained by the local districts, and plumbed to be accessible to the RFPD, State and Federal crews and equipment.

**11. Project Description (max. 30 lines.)**

The Lane County Fire Defense Board (LCFDB) membership includes representatives from 23 fire districts, Oregon State Fire Marshall's Office, Oregon Department of Forestry, and Lane County. The LCFDB coordinates mutual aid agreements between the local districts and the Oregon Department of Forestry, US

Forest Service (Willamette National Forest) and US Bureau of Land Management. The LCFDB also serves on the Lane County Community Wildfire Protection Plan (CWPP) steering committee which oversees implementation of the CWPP in the wildland-urban interface of Lane County. The mutual aid agreements link FPD structural fire personnel with State of Oregon and Federal fire personnel in the event of a wildfire to protect lives, property and the forestland resources. This triad of local, state, and federal interests, seeks to address the most vulnerable link in the response chain of events. That link is the timely and efficient resupply of depleted water tanks of tenders and tankers in close proximity to fires and fire lines.

Eight fire protection districts in Eastern Lane County have coordinated their local district needs with the East Lane District of Oregon Department of Forestry and the Middle Fork District of the Willamette National Forest to identify nineteen strategic sites where access to a water source or storage supply is critical to the joint efforts of structural and resource protection. Four sites are proposed for placement of 10,000-gallon, corrugated, galvanized steel tanks and nineteen sites are proposed for installation of dry hydrants to streams and rivers that are difficult to access without an established point of extraction. The network of supply points include one tank and three hydrants in the Dexter RFPD, one tank and two hydrants in the Hazeldell RFPD, one hydrant in the Oakridge FPD, one tank and five hydrants in the Lowell RFPD, two hydrants in the Coburg RFD, three hydrants in the Mohawk Valley RFPD, three hydrants in Pleasant Hill RFPD, and one tank for McKenzie RFPD. The effort will greatly enhance the capabilities of the eight districts to suppress structural fires and prevent spread of those fires into the surrounding forests of the Cascades. The incorporated communities of Lowell, Westfir and Oakridge and the rural populations of the unincorporated communities of Dexter, Trent, Fall Creek, Jasper, Pleasant Hill and Marcola, and the more isolated rural development of the Mohawk, Lower McKenzie and Middle Fork Willamette valleys, will benefit directly from this coordinated effort.

Contracts for trenching and back-hoe work will be necessary. All additional labor to install the tanks and dry hydrants will be donated as in-kind service by the respective fire district personnel. All of the installations will be maintained by the respective local fire districts. All of the water sources will be plumbed with fittings to serve State and Federal equipment.

The underlying consideration throughout this joint effort has been and will continue to be, to stage water supplies in rechargeable locations at strategic points in the rural landscape that will greatly enhance the capabilities of the local, State and Federal triad to suppress fires, structural or resource, in the wildland-urban interface of Lane County.

12. Coordination of this project with other related project(s) on adjacent lands?	Yes	X	No	
If yes, then describe (max. 10 lines) As outlined in 11. above, the Lane County Fire Defense Board has coordinated with the Oregon Department of Forestry, Willamette National Forest, and the cities of Lowell, Oakridge and Westfir to address the response and suppression missions of the partners and to strengthen the pact behind the mutual aid agreements entwining them. Approximately one-quarter of the locations will be close enough to common FPD boundaries for more than one district to access the water supplies. All of the four water storage tanks and the 19 dry hydrants will be accessible for Oregon Department of Forestry, Willamette National Forest, and U. S. Bureau of Land Management crews and equipment.				

13. How does proposed project meet purposes of the Legislation? [Sec. 203(b)(1)] (check all that apply)	
X	Improves maintenance of existing infrastructure. [Sec. 2(b)]
	Implements stewardship objectives that enhance forest ecosystems. [Sec. 2(b)]
	Restores and improves land health. [Sec. 2(b)]
	Restores water quality. [Sec. 2(b)]



14. Project Type [Sec. 203(b)(1)] <i>(check one)</i>			
<input type="checkbox"/>	Road Maintenance [Sec. 2(b)(2)(A)]	<input type="checkbox"/>	Trail Maintenance [Sec. 2(b)(2)(A)]
<input type="checkbox"/>	Road Decommission/Obliteration [Sec. 2(b)(2)(A)]	<input type="checkbox"/>	Trail Obliteration [Sec. 2(b)(2)(A)]
<input type="checkbox"/>	Soil Productivity Improvement [Sec. 2(b)(2)(B)]	<input type="checkbox"/>	Forest Health Improvement [Sec. 2(b)(2)(C)]
<input type="checkbox"/>	Watershed Restoration & Maintenance. [Sec. 2(b)(2)(D)]	<input type="checkbox"/>	Fish Habitat Restoration [Sec. 2(b)(2)(E)]
<input type="checkbox"/>	Control of Noxious Weeds [Sec. 2(b)(2)(F)]	<input type="checkbox"/>	Wildlife Habitat Restoration [Sec. 2(b)(2)(E)]
<input type="checkbox"/>	Reestablish Native Species [Sec. 2(b)(2)(G)]	<input type="checkbox"/>	Fuels Management/Prevention
<input checked="" type="checkbox"/>	Other Infrastructure Maintenance [Sec. 2(b)(2)(A)]	<input type="checkbox"/>	Conservation Education
<input type="checkbox"/>	Other Project Type [Sec. 2(b)(2)]	(Specify) This project will develop total of 23 water sources (creeks, rivers and ponds) that were very difficult to access or unavailable to local, State and Federal fire fighting crews and equipment.	

15. Measure of Project Accomplishments/Expected Outcomes [Sec. 203(b)(5)]						
<i>a. Total Acres</i>	<b>*a.</b>	<i>b. Total Miles</i>	<b>*b.</b>	<i>c. Number of Structures</i>	<b>*c.</b>	
<i>d. No. Laborer Days</i>	<b>*d.</b>	<i>e. Estimated People Reached (for conservation education projects):</i>		<b>*e.</b>		
<i>f. Other (specify)</i>	<p>The four proposed water storage and 19 dry hydrants projects will drastically cut turn-around time and travel distances for local, State and Federal fire crews to refill empty tankers during the critical phases of structural and resource fire suppression. Categorically, the benefits will be:</p> <p><b>*a.</b> Expand the capabilities of eight fire protection districts to respond to structural fires in the wildland-urban interface by developing 23 water sources or storage facilities. Expand the capabilities of State and Federal fire suppression crews by providing 23 water storage or pump sites in the outer reaches of the fire district boundaries and along the edges of the wildland-urban interface.</p> <p><b>*b.</b> This request for funding will positively impact fire fighting capabilities of all crews adjacent to the transportation corridors of the Mohawk Valley, Coburg foothills, and Willamette Highway 58, as well as lands accessed by Lane County arterial roads and local access roads in the eastern half of the County.</p> <p><b>*c.</b> Hundreds of residential structures as well as commercial and industrial sites in the vicinity of the 23 proposed sites could potentially benefit from the enhanced capabilities to local, State and Federal efforts.</p> <p><b>*d.</b> An estimated 78 labor days (624 hours) of in-kind services will be provided by the eight fire protection districts to place the four water storage tanks (80 hours each) and 19 dry hydrants (16 hours each).</p> <p><b>*e.</b> The lives and properties of thousands of rural residents within the wildland-urban interface of Eastern Lane County could potentially be impacted in a positive way.</p>					
16. Merchantable Material Contracting Pilots [Sec. 204(e)(3)]						
<i>Will the project generate merchantable wood products?</i>				<i>Yes</i>	<i>No</i>	<input checked="" type="checkbox"/>

<b>17. Proposed Method(s) of Accomplishment</b> (check those that apply)				
	Contract	X	Federal Workforce	Other (specify below)
	County Workforce	X	Volunteers	Backhoe work including excavation for tank sites and trenching of water lines will be under bid contracts. Construction of concrete pads, plumbing fittings for access, installation of hydrants, and laying of water lines will be accomplished by the RFD personnel (in-kind services).
<b>18. Estimated Completion Date</b> [Sec. 203(b)(2)]			06-30-2007	

<b>19. Anticipated Project Costs</b> [Sec. 203(b)(3)] (Double click on table to enter spreadsheet)				
Item	Column A Fed. Agency Appropriated Contribution [Sec. 203(b)(4)]	Column B Requested Title II Contribution [Sec. 203(b)(4)]	Column C Other Contributions [Sec. 203(b)(4)]	Column D Total Available Funds
a. Field Work & Site Surveys				\$0
b. NEPA				\$0
c. ESA Consultation				\$0
d. Permit Acquisition			\$1,500	\$1,500
e. Project Design & Engineering			\$4,400	\$4,400
f. Contract/Grant Preparation			\$2,000	\$2,000
g. Contract/Grant Administration			\$1,000	\$1,000
h. Contract/Grant Cost			\$24,210	\$24,210
i. Salaries			\$7,110	\$7,110
j. Materials & Supplies		\$96,680		\$96,680
k. Monitoring			\$2,500	\$2,500
l. Other				\$0
m. Project Sub-Total	\$0	\$96,680	\$42,720	\$139,400
n. Indirect Costs		\$12,085		\$12,085
o. Total Cost Estimate	\$0	\$108,765	\$42,720	\$151,485

<b>20. Title II Funds Requested and Received</b>						
a. Total Title II Funds Requested		\$108,765				
b. Is this a multi-year funding request? If yes, then display by fiscal year				Yes	No	X
c. Title II Year	Requested	Funded	Title II Year	Requested	Funded	
FY02			FY05			
FY03			FY06			
FY04			FY07	\$108,765		
<b>Totals</b>				\$108,765	\$0	

**21. Identify Source(s) of Other Funding Identified in Column C Above (Sec. 203(b)(4))**

- The eight fire districts will provide the estimated 640 labor hours/ 78 labor days for installation and plumbing of the four water tanks and 19 dry hydrants (*Item h.*) Lane County Land Management Division and the Lane County Fire Defense Board members will provide in-kind services to fund *Items d.-g., i. and k.*

**22. How will cooperative relationships between the people that use federal lands and the agencies that manage them be improved? List known partnerships or collaborative opportunities [Sec. 2(b)(3)]**

This project is focused on the long-standing and mutually-beneficial partnership between the Lane County Fire Defense Board, the Oregon Department of Forestry- East Lane District, and the Willamette National Forest – Middle Fork Ranger District. This triad has been actively pursuing a more coordinated and effective partnership under mutual aid agreements for years. This grant addresses one of the components of that coordination: water resources and supply.

**23. How is this project in the best interest of the community? [Sec. 203(b)(7)] Identify benefits to communities.**

The fire suppression abilities of the three fire protection districts serving the incorporated cities of Oakridge, Westfir (Hazeldell) and Lowell will be substantially improved as well the outlying rural residents they serve. The eight rural fire protection districts included in this grant proposal provide protection for the five unincorporated rural communities of Dexter, Trent, Fall Creek, Marcola, Jasper and Pleasant Hill, as well as the three incorporated cities of Lowell, Westfir and Oakridge. All of the districts and the communities will have readily more accessible water resources at 23 new, strategically selected locations in the event of a structural fire or wildfire.

**24. How does project benefit federal lands/resources?**

Willamette National Forest (USFS) and U. S. Bureau of Land Management (BLM) land managers are confronted with the same logistical problems as local fire districts and the Oregon Department of Forestry: the critical need for readily available and accessible water sources to refill depleted water tankers in close proximity to fire lines. The establishment of 19 new dry hydrants at existing river and creek sites and four new water storage tanks within the wildland-urban interface will directly benefit resource fire suppression crew's efforts as well as contribute the ability of local fire districts to meet their commitments under established mutual aid agreements in the event of a wildfire. It is difficult to predict where and how a wildfire will originate. When these events occur, both human habitat and wildlife habitat are at risk. This project provides an opportunity for residential structures and forest resources to equally benefit from the enhanced distribution points in Eastern Lane County for all fire suppression needs.

**25. Target Species Benefited (if applicable)**

Protection of human habitat and wildlife habitat.

**26. Status of Project Planning**

a. NEPA Complete?	Yes	No	X	b. If no, give estimated date of completion	
c. NOAA Fisheries Sec. 7 ESA Consultation Complete?	Yes	No		Not Applicable	X
d. USFWS Sec. 7 ESA Consultation Complete?	Yes	No		Not Applicable	X
e. Survey & Manage Complete?	Yes	No		Not Applicable	X
f. DSL/ODFW* Permits for In-stream Work Obtained?	Yes	No		Not Applicable	X
g. DSL/COE* 404 Fill/Removal Permit Obtained?	Yes	No		Not Applicable	X
h. SHPO* Concurrence Received?	Yes	No		Not Applicable	X
i. Project Design(s) Completed?	Yes	No	X		

**27. Monitoring Plan [Sec. 203(b)(6)]**

a. *What measures or evaluations will be made to determine how well the proposed project meets the desired ecological conditions?* [Sec. 203(b)(6)]

The Lane County Fire Defense Board (LCFDB) and Lane County Land Management Division (LCLMD) will oversee the distribution of funds to establish the 23 water resources. The LCFDB and the East Lane office of the Oregon Department of Forestry (EL-ODF) will evaluate the progress and certify that the proposed enhancements are properly completed for the joint protection of human habitat and wildlife habitat in Eastern Lane County. The LCFDB and EL-ODF will report on the status and completion of the funded projects to the Steering Committee of the Lane County Community Wildfire Protection Plan on a semi-annual basis.

*Who is responsible for this monitoring item?*

Lane County Fire Defense Board, Oregon Department of Forestry – East Lane, and Willamette National Forest – Middle Fork District Office.

b. *How will the project be evaluated to determine how well the proposed project contributes towards local employment and/or training opportunities, including summer youth jobs programs such as the Youth Conservation Corps?* [Sec. 203(b)(6)]

At various locations, reduction of fuels and clearing of access points will be required. Where appropriate, the services of the Northwest Youth Corps and the McKenzie School District's student group, Eagle Pride, will be utilized.

*Who is responsible for this monitoring item?*

Lane County Fire Defense Board, Oregon Department of Forestry – East Lane, and Willamette National Forest – Middle Fork District Office.

c. *Identify total funding needed to carry out specified monitoring tasks (Item k., Column D in Project Costs table)*

\$ 2,500.00

*What are the sources for funding?*

Lane County Title III Legislative Committee will allocate the monitoring funding through the FY 2006-2007 implementing grant funds for the Lane County Community Wildfire Protection Plan.



East Lane Regional Defense Project -- Exhibit

Fire District	Site	TRS - tax lot	Facility	Materials \$	Labor \$	Freight \$	Project Total \$	District Total \$
Dexter RFPD	Lost Creek - BLM Rd 20-1-10	20-01-10	10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00	
	Lost Creek - Guiley Creek	20-01-10	Dry hydrant	2,000.00	400.00		2,400.00	
	Lost Creek - Eagles Rest Rd	19-01-33	Dry hydrant	2,000.00	900.00		2,900.00	
	Lost Creek - Anthony Creek	19-01-21	Dry hydrant	2,000.00	400.00		2,400.00	
								> 26,270.00
Hazel Dell RFPD	High Prairie Road		10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00	
	Salt Creek Bridge		Dry hydrant	2,000.00	500.00		2,400.00	
	Gray Creek		Dry hydrant	2,000.00	900.00		2,400.00	
								> 24,370.00
Oakridge FD	Camp #6		Dry hydrant	2,000.00	900.00		2,900.00	
Lowell RFPD	Station #2 - Fall Creek		10,000 gallon tank	14,670.00	2,400.00	1,500.00	18,570.00	
			Dry hydrant	2,000.00	900.00		2,900.00	
			Dry hydrant	2,000.00	900.00		2,900.00	
			Dry hydrant	2,000.00	400.00		2,400.00	
			Dry hydrant	2,000.00	400.00		2,400.00	
								> 29,170.00
Coburg RFD	N Coburg Rd - Herman Rd	16-03-08, 100	Dry hydrant	2,000.00	900.00		2,900.00	
	Coburg Road - Lanes Turn Rd		Dry hydrant	2,000.00	400.00		2,400.00	
			Dry hydrant	2,000.00	900.00		2,900.00	
								> 8,200.00
Mohawk Valley RFPD	Sunderman Raod		Dry hydrant	2,000.00	900.00		2,900.00	
	Old Mohawk Grange		Dry hydrant	2,000.00	900.00		2,900.00	
	Mohawk Road		Dry hydrant	2,000.00	900.00		2,900.00	
								> 8,700.00
East Lane Regional Defense Project -- Total								99,610.00

**TITLE II PROJECT  
RECOMMENDATION, APPROVAL, and AGREEMENT  
2007**

**RECOMMENDATION:**

The Hood/Willamette Resource Advisory Committee (RAC) recommends the following project as described in the submission form for funding pursuant to Title II of the Secure Rural Schools and Community Self-Determination Act of 2000" (the Act):

Project Number	HW-07-048	Funding for Fiscal Year 2007	\$108,765
Project Name	East Lane Regional Fire Defense		

**By a vote of:**

219076	Yes	5	No		Abstain		Absent	
207057	Yes	4	No		Abstain		Absent	1
212015	Yes	4	No		Abstain		Absent	1

**Conditions of Recommendation:**

**(1) Matching Funds**

This recommendation is contingent on the approval of matching funds by partners listed in the project submission form. If matching funds are not approved at the level stated in the project submission form, then this project and its Act funds shall be returned to the RAC for further consideration. If no matching funds are requested in the submission form, this condition of recommendation does not apply, and


**(2) Conditions stated in Sec. 204. (a) of the Act are satisfied.**

**(3) Environmental Review (Check one)**

<b>X</b>	The RAC recommends the use of project funds to pay for any environmental review, consultation, or compliance with applicable environmental laws required in connection with the project as stated in the project submission form.
	Funds were not requested to pay for environmental review, consultation, or compliance with applicable environmental laws required in connection with the project.
	The RAC does <b>not</b> recommend use of Title II funds for any environmental review, consultation, or compliance with applicable environmental laws required in connection with the project as stated in the project submission form.

**APPROVAL: (Section 204)**

Pursuant to the delegation of authority by the Secretary of Agriculture under the Act I:

<input checked="" type="checkbox"/>	Approve this project as recommended by the Hood/Willamette RAC.
	Reject this project for the following reasons:
 Forest Supervisor	
9/22/06 Date	

File Code: 1580  
Date: June 14, 2007

Keir Miller  
Lane County Land Management Division  
125 East 8<sup>th</sup> Ave.  
Eugene, OR 97401

**GRANTS & AGREEMENTS TRANSMITTAL LETTER**

- Grant or  Agreement No: 07-DG-11061800-014
- Enclosed is/are \_\_\_\_\_ original(s) and \_\_\_\_\_ copy(ies) of the referenced document which has been signed on behalf of the USDA Forest Service.
- Please return a fully executed copy for our files.
- We have retained a fully executed copy for our files.
- Please note and initial change(s), then return a fully executed copy for our files.
- Please have all the copies signed by an authorized individual and return all copies to the above address. A fully executed copy will be returned for your files.
- We are submitting a fully executed copy for your files.

Please direct any inquires regarding the above referenced document to the following Grants & Agreements Specialist:

Jill Zan  
541-858-2230  
jzan@fs.fed.us





FEDERAL FINANCIAL ASSISTANCE  
GRANT NO. NFS 07-DG-11061800-014**Attachment E***between*  
LANE COUNTY  
*and*  
USDA FOREST SERVICE  
PACIFIC NORTHWEST REGION  
WILLAMETTE NATIONAL FOREST*East Lane County Regional Fire Defense Project*

Upon execution of this document an award to Lane County in an amount of \$107,765 is made under the terms of the Secure Rural Schools and Community Self-Determination Act of 2000 Title II, P.L. 106-393, and accepted for the objectives and purpose described in the attached Project Submission Form and Application for Federal Assistance, which is incorporated and made part of this award and subject to the requirements set forth below.

This is an award of Federal Assistance and as such is subject to the Office of Management and Budget OMB Circular A-102 as implemented by USDA regulations 7 CFR 3016, and 7 CFR 3015; OMB Circular A-87; and OMB Circular A-133 as implemented by USDA regulation 7 CFR 3052. [OMB Circulars are available on the Internet at [www.whitehouse.gov/OMB/grants](http://www.whitehouse.gov/OMB/grants). CFR's can be obtained at: [www.gpoaccess.gov/cfr/index.html](http://www.gpoaccess.gov/cfr/index.html)]

The following administrative provisions apply to this grant:

1. **FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS.** Forest Service support shall be acknowledged in any publications and audiovisuals developed as a result of this instrument.
2. **FINANCIAL STATUS AND CASH REPORTING.** A Financial Status Report, Form SF-269A, or SF-269 (when program income is involved), shall be submitted annually. The final Form SF-269A or SF-269 shall be submitted either with the final payment request, or no later than 90 days from the expiration date of the instrument.
3. **MODIFICATION.** Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
4. **NONDISCRIMINATION.** The recipient shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients' programs that are produced by the recipients for public information, public education, or public distribution:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, "This institution is an equal opportunity provider."

5. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through **June 30, 2008**, at which time it will expire unless extended. **Pre-award costs** are approved for reasonable and allowable expenditures for activities described in the application incurred beginning on **April 1, 2007**, through date of award.

6. EXTENSION OF PERFORMANCE PERIOD. The Forest Service, by written modification may extend the performance period of this instrument for a total duration not to exceed 5 years from its original date of execution.

7. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Contact	Recipient Contact
Todd Camm	Keir Miller
Willamette National Forest, Middle Fork Ranger Dist.	Lane County Land Management Division
46375 Highway 58	125 East 8 <sup>th</sup> Ave.
Westfir, OR 97492	Eugene, OR 97401
Phone: (541) 782-5303	Phone: (541) 682-4631
FAX: (541) 782-5336	FAX: (541) 682-3947
E-Mail: <a href="mailto:tcamm@fs.fed.us">tcamm@fs.fed.us</a>	E-Mail: <a href="mailto:keir.miller@co.lane.or.us">keir.miller@co.lane.or.us</a>

Forest Service Administrative Contact
Jill W. Zan
Forest Service, Region 6 Acquisitions
P.O. Box 520
Medford, OR 97501
Phone: (541) 858-2230
FAX: (541) 858-2224
E-Mail: <a href="mailto:jzan@fs.fed.us">jzan@fs.fed.us</a>

8. AVAILABILITY OF FUNDS. Funds in the amount of \$107,765 are currently available for performance of this instrument through June 30, 2008. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond June 30, 2008, until funds are made available to the Forest Service for performance and until the recipient receives notice of availability to be confirmed in a written modification by the Forest Service.

9. ELECTRONIC FUNDS TRANSFER. The recipient has designated a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible.

10. PRE-AWARD COSTS. Reimburse the recipient for reasonable and allowable expenditures for activities described in the application incurred beginning on April 1, 2007, through date of award.

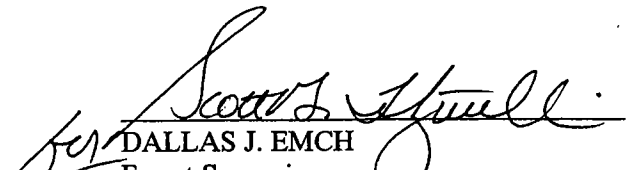
11. REIMBURSABLE PAYMENTS. Reimbursable payments are approved under this instrument. Only costs for those project activities approved in (1) the initial instrument, or (2) modifications thereto, are allowable. Requests for payment shall be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, no more than monthly. [Forms can be found at [www.fs.fed.us/r6/coop](http://www.fs.fed.us/r6/coop) under the "Grant Forms" tab] **Fax or submit original invoice(s) for payment to:**

**USDA Forest Service  
Albuquerque Service Center  
Payments - Grants & Agreements  
101B Sun Avenue NE  
Albuquerque, NM 87109  
FAX: (877) 687-4894**

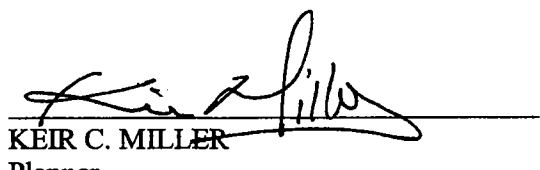
12. PROGRAM PERFORMANCE REPORTS. Submit a performance report annually. The final performance report shall be submitted either with the final payment request, or no later than 90 days from the expiration date of the instrument.

13. AUTHORIZED REPRESENTATIVES: By signature below, the recipient certifies that the individuals listed in this document as representatives of the recipient are authorized to act in their respective areas for matters related to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the last date written below.

  
DALLAS J. EMCH  
Forest Supervisor  
Willamette National Forest

6/11/07  
Date

  
KEIR C. MILLER  
Planner  
Lane County

JUNE 5, 2007  
Date

Attachment: Application for Federal Assistance dated February 1, 2007

Clear Form

Documentation of Signing Authority

Date: 12/29/06

Recipient Name: Lane County Land Management Division

Grant Project: East Lane Regional Defense Grant #: HW-07-048

The following parties have authority to sign on my behalf until rescinded in writing:

Chad Minter Signature: [Handwritten Signature]
Name: Chad Minter
Signature: [Handwritten Signature]
Modifications: [ ] Extensions: [ ] Reimbursements: [x] Other (specify): materials purchasing

Guy Harshbarger Signature: [Handwritten Signature]
Name: Guy Harshbarger
Signature: [Handwritten Signature]
Modifications: [ ] Extensions: [ ] Reimbursements: [x] Other (specify): materials purchasing

Greg Wagenblast Signature: [Handwritten Signature]
Name: Greg Wagenblast
Signature: [Handwritten Signature]
Modifications: [ ] Extensions: [ ] Reimbursements: [x] Other (specify): materials purchasing

Keir Miller Signature: [Handwritten Signature]
Name: Keir Miller
Signature: [Handwritten Signature]
Modifications: [x] Extensions: [x] Reimbursements: [x] Other (specify): [ ]

Name: [ ] Signature: [ ]
Modifications: [ ] Extensions: [ ] Reimbursements: [ ] Other (specify): [ ]

Name: [ ] Signature: [ ]
Modifications: [ ] Extensions: [ ] Reimbursements: [ ] Other (specify): [ ]

Name: [ ] Signature: [ ]
Modifications: [ ] Extensions: [ ] Reimbursements: [ ] Other (specify): [ ]

I understand that, as the primary contact, I maintain responsibility for this project and any documents submitted by the above named parties.

Jeff Towery Signature: [Handwritten Signature] 12/26/06
Name: Jeff Towery Signature: [Handwritten Signature]

\*This format is intended as a signing authority guide only. Please contact your local Forest Service coordinator if you have questions regarding the use of this form.

**U.S. DEPARTMENT OF AGRICULTURE  
COOPERATIVE STATE RESEARCH, EDUCATION, AND EXTENSION SERVICE**

**CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS  
AND COOPERATIVE AGREEMENTS**

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

(1) 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 Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, 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;

(2) 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;

(3) 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. 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.

Lane County Fire Defense Board  
Organization Name

East Lane Regional Fire Defense  
Award Number of Project Name

Chad Minter, Chair  
Name and Title of Authorized Representative

  
Signature

12-22-06  
Date

## U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

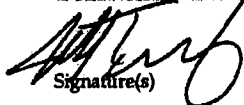
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

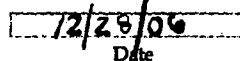
Organization Name/PR/ Award Number or Project Name

EAST LANE COUNTY REGIONAL DEFENSE PROJECT

Name(s) and Title(s) of Authorized Representative(s)

JEFF TOWERY / MANAGER, LANE COUNTY LAND MANAGMENT DIVISION  
GREG WAGENBLAST / DISTRICT FORESTER, ODF. CHAD MINTER / CHAIR, LANE CO. FDB

  
Signature(s)

  
Date

**ASSURANCES - CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§472B-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chair
APPLICANT ORGANIZATION Lane County Fire Defense Board	DATE SUBMITTED 12-22-06



**U.S. DEPARTMENT OF AGRICULTURE**  
**CERTIFICATION REGARDING**  
**DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)**  
**ALTERNATIVE I- FOR GRANTEES OTHER THAN INDIVIDUALS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(Before completing certification, read instructions on page 2)

**Alternative I**

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about -
- (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
- (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or other wise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant;

Place of Performance (Street address, city, county, State, zip code)

Check  if there are workplaces on file that are not identified here.

Lane County Fire Defense Board  
 Organization Name

East Lane Regional Fire Defense  
 Award Number or Project Name

Chad Minter, Chair  
 Name and Title of Authorized Representative

[Signature] 12-22-06  
 Signature Date

**APPLICATION FOR FEDERAL ASSISTANCE**

<b>1. TYPE OF SUBMISSION:</b> Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	Pre-application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	<b>2. DATE SUBMITTED</b>	Applicant Identifier <i>Job code</i> RSP1639
		<b>3. DATE RECEIVED BY STATE</b>	State Application Identifier HW-07-048
		<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>	Federal Identifier 07-DG-11061800-014

**5. APPLICANT INFORMATION**

Legal Name: Lane County Land Management Division	Organizational Unit: Department: Public Works
Organizational DUNS: 030786248	Division: Land Management Division

Address: Street: 125 East 8th Ave	Name and telephone number of person to be contacted on matters involving this application (give area code)	
City: Eugene	Prefix: Mr	First Name: Keir
County: Lane	Middle Name Christopher	
State: Oregon	Zip Code 97401	Last Name Miller
Country: USA	Email: keir.miller@co.lane.or.us	

**6. EMPLOYER IDENTIFICATION NUMBER (EIN):**

93-6002303

Phone Number (give area code) 541-682-4631	Fax Number (give area code) 541-682-3947
---	---

**8. TYPE OF APPLICATION:**

New  Continuation  Revision

If Revision, enter appropriate letter(s) in box(es)  
(See back of form for description of letters.)

Other (specify)

**7. TYPE OF APPLICANT:** (See back of form for Application Types)

B - County  
 Other (specify)

**9. NAME OF FEDERAL AGENCY:**  
 USDA - HOOD WILLAMETTE RESOURCE ADVISORY COMMITTEE

**10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:**

TITLE (Name of Program):  
 TITLE II, PUBLIC LAW 106-393

**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:**  
 East Lane County Regional Defense Project

**12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):**  
 PORTIONS OF EASTERN LANE COUNTY

**13. PROPOSED PROJECT**

Start Date: May 1, 2007	Ending Date: July 3, 2007 <i>June 30, 2008</i>
----------------------------	---

**14. CONGRESSIONAL DISTRICTS OF:**

a. Applicant Oregon 4th Congressional District	b. Project Oregon 4th Congressional District
---	---

**15. ESTIMATED FUNDING:**

a. Federal	\$	107,756
b. Applicant	\$	42,720
c. State	\$	.00
d. Local	\$	.00
e. Other	\$	.00
f. Program Income	\$	.00
g. TOTAL	\$	150,485

**16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?**

a. Yes.  THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON

DATE:

b. No.  PROGRAM IS NOT COVERED BY E. O. 12372

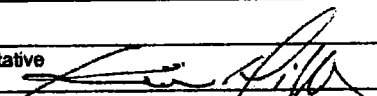
OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**

Yes if "Yes" attach an explanation.  No

**18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.**

**a. Authorized Representative**

Prefix Last Name Miller	First Name Keir	Middle Name Christopher
b. Title Planner		c. Telephone Number (give area code) 541-682-4631
d. Signature of Authorized Representative 		e. Date Signed 2/1/07

\* See attached messages from Keir Miller

**Kathy's Printing 04/09/2007 12:08:22 PM**



"MILLER Keir C"  
<Keir.MILLER@co.lane.or.us  
>

04/09/2007 12:01 PM

To "Katherine Harbick" <kharbick@fs.fed.us>

cc <GWAGENBLAST@ODF.STATE.OR.US>

bcc

Subject East Lane Regional Fire Defense Grant / Pre Award Request

Hi Kathy,

Thanks for the call this morning.

*back to 4/1/2007 jf*

Please accept this correspondence as our official pre award status request for the Title II, East Lane Regional Fire Defense Grant (HW-07-048). Also, we request that the project end date be extended until June 30, 2008.

We are making these requests to allow additional flexibility for the fire district staff who will be implementing the grant. Their schedules can get hectic during the fire season and we want to make sure we have enough time both before and after fire season to get the project completed.

Thanks again for your help and I'll get back to you ASAP concerning the other two fuel reduction grants.

**Keir Miller**

Associate Planner

Lane County Land Management Division

125 E. 8th Avenue

Eugene, OR 97401

541/682-4631

541/682-3947 (fax)

Keir.Miller@co.lane.or.us

<http://www.lanecounty.org/planning>

**Kathy's Printing 02/09/2007 04:57:39 PM**



"MILLER Keir C"  
<Keir.MILLER@co.lane.or.us  
>  
02/09/2007 08:50 AM

To "Katherine Harbick" <kharbick@fs.fed.us>  
cc  
bcc  
Subject RE: Dollar amount on SF 424

Hi Katherine,

Sorry about that. It was a typo. Please make the necessary correction on SF424.

Thanks very much.

Keir Miller / Planner  
Lane County Land Management Division  
125 E. 8th Avenue  
Eugene, OR 97401  
541/682-4631 office  
541/682-3947 fax  
Keir.Miller@co.lane.or.us  
<http://www.lanecounty.org/planning>

*done  
KH*

-----Original Message-----

From: Katherine Harbick [mailto:kharbick@fs.fed.us]  
Sent: Thursday, February 08, 2007 5:26 PM  
To: MILLER Keir C  
Subject: Dollar amount on SF 424

Hi Keir---We noticed that the amount you put on the SF424 is off slightly.  
It reads \$107.756 instead of \$107.765.  
The other budget sheets have the correct amount. If you authorize me to correct the amount on the SF424 I can do that.  
(I know this is just what you wanted to hear). Thanks and we will get back in touch with any other questions or needed info.

---

Katherine K. Harbick  
Admin Staff-McKenzie River Ranger District 541.822.7220  
Budget Analyst--Willamette National Forest 541.225.6471  
kharbick@fs.fed.us

**BUDGET INFORMATION - Construction Programs**

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ .00	\$ .00	\$ .00
2. Land, structures, rights-of-way, appraisals, etc.	\$ .00	\$ .00	\$ .00
3. Relocation expenses and payments	\$ .00	\$ .00	\$ .00
4. Architectural and engineering fees	\$ .00	\$ 4,000.00	\$ .00
5. Other architectural and engineering fees	\$ .00	\$ .00	\$ .00
6. Project inspection fees	\$ .00	\$ 4,000.00	\$ .00
7. Site work	\$ .00	\$ .00	\$ .00
8. Demolition and removal	\$ .00	\$ .00	\$ .00
9. Construction	\$ .00	\$ .00	\$ 42,720.00
10. Equipment	\$ .00	\$ 99,765.00	\$ .00
11. Miscellaneous	\$ .00	\$ .00	\$ .00
12. SUBTOTAL (sum of lines 1-11)	\$ 0.00	\$ 107,765.00	\$ 42,720.00
13. Contingencies	\$ .00	\$ 0.00	\$ .00
14. SUBTOTAL	\$ 0.00	\$ 107,765.00	\$ 42,720.00
15. Project (program) income	\$ .00	\$ .00	\$ .00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ .00	\$ 107,765.00	\$ 42,720.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X _____%		\$ 0.00

### Project Budget

Cost Category Description	Federal Agency	Applicant	Partner 1	Partner 2	Total
a) Personnel-position*rate*time	0.00		0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
b) Fringe Benefits - usually % of Personnel	0.00		0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
c) Travel people*#trips*perdiem/mileage	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
d) Equipment>\$5000 (inventory st)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
e) Supplies -type*qty*cost see supplemental spreadsheet	0.00		0.00	0.00	0.00
	107,765	0.00	0.00	0.00	0.00
	0.00		0.00	0.00	0.00
<b>Subtotal</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
f) Contractual- cost/acres?	0.00	0.00	0.00	0.00	0.00
	0.00		0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
g) Construction - detail	0.00	0.00	0.00	0.00	0.00
Site / pad construction	0.00	42,720.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
h) Other (specify) - detail	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Direct Costs</b>	<b>0.00</b>	<b>42,720.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Indirect Charges include cost agreement</b>					
<b>Project Total</b>	<b>107,765</b>	<b>42,720.00</b>			
<b>Program Income<sup>1</sup> (excluding deductive alternative)</b>					

<sup>1</sup> Program income is the gross revenue generated by a grant or cooperative agreement supported activity during the life of the grant. Program income can be made by recipients from fees charged for conference or workshop attendance, from rental fees earned from renting out real property or equipment acquired with grant or cooperative agreement funds, or from the sale of commodities or items developed under the grant or cooperative agreement. The use of Program Income during the project period may require prior approval by the granting agency.

**East Lane County Regional Fire Defense Grant Project # HW-07-048**

Supplemental supplies and materials inventory list:

Item Description	Quantity	Supplier	Cost
<b>Dry Hydrants</b>			
6 inch PVC Schedule 40 pipe	1260 Feet	United Pipe @ \$5/ft	6,300.00 ✓
6 inch PVC Schedule 40 pipe 45 degree bend	39 each	United Pipe @ \$55 ea	2,145.00 ✓
6 inch PVC Schedule 40 pipe 90 degree bend	9 each	United Pipe @ \$55 ea	495.00 ✓
Dry hydrant kits	17 each	Clarey's Equipment @ \$400 ea	6,800.00 ✓
Strainer support straps	17 each	Helman Fire Equipment @ \$25 ea	425.00 ✓
Stainless steel straps to anchor pipe	80 each	United Pipe @ \$10 ea	800.00 ✓
Dry hydrant low level strainer	2 each	Cascade Fire @ \$375 ea	750.00 ✓
Misc dry hydrant parts/materials	job	Jerry's Building Supply	505.00 ✓
Gravel	6 loads	ODF @ 300	1,800.00 ✓
<b>Tanks</b>			
10,000 gallon tank	4 each	American Tank Co. @ 15078	60,312.00 ✓
Engineered foundation materials	4 each	American Tank Co. 4 @ 895	3,580.00 ✓
Other materials including PVC glue	10 Gallons	Jerry's Building Supply	1,000.00
Rebar	160 feet	Jerry's Building Supply	600.00
Shipping for tanks and assoc.	1 each	American tank	14,253.00
County site / building permits	job	Lane County Building Department	4,000.00
Engineer to draw plans for tank pads	job	Linn West	4,000.00
		<b>Total</b>	<b>107,765.00</b>

0 \* \*

6,300.00 +  
 2,145.00 +  
 495.00 +  
 6,800.00 +  
 425.00 +  
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 750.00 +  
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 14,253.00 +  
 4,000.00 +  
 4,000.00 +  
 107,765.00 \*

**East Lane County Regional Fire Defense Grant Project # HW-07-048**

**Matching Funds Cost Detail**

<b>Item Description</b>	<b>Cost</b>
<b>Dry Hydrants</b>	
<b>Contract/Grant Preparation</b>	<b>2,000.00</b>
<b>Contract/Grant Administration</b>	<b>2,800.00</b>
<b>Paid Fire District Staff Salary @\$ 32.00 per hour</b>	<b>7,110.00</b>
<b>Volunteer Fire District Staff</b>	<b>28,310.00</b>
<b>Monitoring</b>	<b>2,500.00</b>
	<b>42,720.00</b>