

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
WASCO COUNTY AND OREGON STATE UNIVERSITY**

This Agreement (Agreement) is made by and between Wasco County, a political subdivision of the State of Oregon (County), and Oregon State University (Subgrantee), an Oregon University. The County and Subgrantee may be referred to jointly as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, ORS 190.010 authorizes units of local government to enter into agreements with each other to perform the functions and activities that each party has authority to perform; and

WHEREAS, on 7.03.24 the USDA, United States Forest Service (Federal Agency) awarded Wasco County a \$5,945,661.00 grant (Grant) to support the project “Wasco Red Zone Partnering on Wildfire Mitigation in the Nation’s Highest Risk Communities” (Project) and

WHEREAS, the Project aims to augment ongoing collaborative efforts in wildfire planning and mitigation across Wasco County and to reduce wildfire risk to rural, fire vulnerable communities in central Wasco County; and

WHEREAS, the Project encompasses five rural communities (Maupin, Pine Grove, Pine Hollow, Tygh Valley and Wamic) with extreme wildfire risk and significant vulnerabilities; and

WHEREAS, the Project tasks are divided between local, state and federal partners; and

WHEREAS, Subgrantee is one of the partners tasked with completing work on the Project and will receive pass-through funding from the Grant; and

WHEREAS, County is serving as the fiscal agent and lead implementer for the Project; and

WHEREAS, on 9.9.24, County executed a Federal Financial Assistance Award of Domestic Grant 24-DG-11062752-629 with USDA, Forest Service Pacific Northwest Region (Grant Agreement) setting forth the conditions of the Grant; and

WHEREAS, under the cited authority, the Parties desire to enter into this Agreement to provide for the exchange of funds to complete the Subgrantee’s designated tasks in the Project.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. START AND END DATES.

This Agreement shall be effective when signed by the Parties (Effective Date). Unless terminated earlier pursuant to Section 7 or extended pursuant to Section 8, this Agreement shall remain in effect until September 9, 2029, (End Date).

2. AGREEMENT DOCUMENTS.

This Agreement consists of this document and the following exhibit, which is attached hereto and incorporated herein.

Exhibit A: Federal Financial Assistance, Award of Domestic Grant 24-DG-11062752-629

Exhibit B: CWDG Funding Budget

Exhibit C: CWDG Award Administration Guide for Grantees

3. REIMBURSEMENT

- A. The County will disburse the Grant funds to Subgrantee on a reimbursement basis.
- B. Each quarterly reimbursement request shall include the following information:
 - a. The task(s) associated with the request as provided in Exhibit A, Pg 35, Tasks and as described in Exhibit B.
 - b. Subgrantee will submit quarterly invoices to County's Grant Administrator by email, which will include a detailed listing of expenses by budget categories. Supporting documentation must be sufficient to receive reimbursement pursuant to the Grant Agreement contained in Exhibit A and expenditures must be allowable pursuant to Exhibit C, Part V: Allowability of Costs.
- C. Within ten (10) days of Subgrantee's submission of each reimbursement request, County's grant administrator or designee shall inspect the request for allowability, allocability, and reasonableness, with the reimbursement request and its attachments. If the grant administrator or designee is not satisfied with the documentation, they shall return with the request for clarification.
- D. County shall disburse funds to Subgrantee within thirty (30) days of receipt of funds from the Federal Agency.

4. RESPONSIBILITIES OF THE PARTIES.

A. County Responsibilities:

- 1. County agrees to reimburse Subgrantee from the Grant funding in the amount of up to \$38,706.00 for purposes of completing the tasks outlined in Exhibit A, Pg 35, Tasks and as described in Exhibit B.
- 2. County shall report all subgrants of \$30,000 or more at fsrs.gov in compliance with 2 CFR 170.
- 3. County has evaluated Subgrantee's risk in accordance with 2 CFR 200.332(b) prior to entering into this Agreement.
- 4. County shall adhere to 2 CFR Part 180 Subpart C in regarding to review of Subgrantee's debarment or suspension.

B. Subgrantee Responsibilities:

- 1. Subgrantee shall have in place accounting and internal control systems that provide for appropriate monitoring of Grant funds to ensure the expenditures are reasonable, allocable and allowable. Internal controls in accounting are procedures that are put in place within an organization to ensure business is carried out in an orderly, effective, and accurate manner. In addition, the systems must be able to identify large unobligated balances, accelerated expenditures, inappropriate cost transfers, and other inappropriate obligation and expenditure of funds.

2. Monitoring and Reporting. Subgrantee shall monitor performance to assure adherence to performance goals, schedules or other requirements consistent with Exhibit A.
 1. Subgrantee shall use the SF-425 form for financing reporting. All reporting must be submitted to the grant coordinator or designee fifteen (15) days prior to the end of each fiscal quarter by email.
 2. Subgrantee shall perform all designated tasks in Exhibit A within the time periods specified. In addition, Subgrantee shall provide annual performance reports according the following guidelines:
 - A. Reports shall be submitted prior to February 15 of each year of this agreement, beginning February 15, 2025
 - B. Reports shall comply with Exhibit C, Part II, Grant Administration and include written summary of progress on project tasks including quantitative and qualitative data and success stories, photos, and other materials that illustrate performance progress. County may use this material to also promote the Project progress.
3. Subgrantee is a subrecipient of the Grant and will comply with the terms and conditions of the Grant Agreement contained in Exhibit A and Exhibit C, including but not limited to the following:
 - i. System for Award Management (SAM). Subgrantee warrants they do not have any active exclusions in SAM.
 - ii. Notification. Subgrantee shall immediately notify County of developments that have a significant impact on Subgrantee's designated tasks under this Agreement. Subgrantee must also notify the County of problems, delays, or adverse conditions that may impair the ability to meet the objectives of the Grant. The notification must also include a statement of the action taken or contemplated, any assistance needed to resolve the situation.
 - iii. Other Obligations. Subgrantee shall abide by any applicable provision of the Grant Agreement, contained in Exhibit A, including Attachments A, B and C and Exhibit C whether or not it is listed herein.
 - iv. Insignia. Subgrantee will request written permission from Federal Agency prior to using Federal Agency insignia.
 - v. Employee Whistleblower Protection. Subgrantee must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subgrantee must inform subrecipients, contractors and employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712. Subgrantee must adhere to the provisions of Exhibit A, Attachment C.
 - vi. Compliance with 2 CFR part 200. Subgrantee must comply with all applicable provisions of 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements.
 - vii. Financial Records. Subgrantee will cooperate with County to provide all necessary financial information and records to comply with the Grant Agreement reporting requirements. Subgrantee will keep proper books of account and records on all activities associated with the Grant, including but not limited to invoices, cancelled checks, payroll records,

instruments, agreements and other supporting financial records documenting the use of the Grant funds. Subgrantee will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until three (3) years after the End Date of this Agreement or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later. Subgrantee shall comply with 2 CFR 200.334 regarding financial records and supporting documentation.

- viii. Inspection. Subgrantee shall permit County, and any party designated by County, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Subgrantee shall supply Agreement-related information as County may reasonably require.
- ix. Publications. Subgrantee shall acknowledge Federal Agency support in any publication, audiovisual, and electronic media developed as a result of the Grant pursuant to the guidelines in USDA Supplemental 2 CFR 415.2.
- x. Copyright. County and Subgrantee are granted sole and exclusive right to copyright any publication developed as a result of the Grant. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of the copyright and all renewals therefor. No original text or graphic produced and submitted by the Federal Agency shall be copyrighted. The Federal Agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for federal government purposes.
- xi. Non-Discrimination. Subgrantee shall include the Non-Discrimination Statement as provided in Exhibit A, Attachment A: Forest Service Award Provisions, subsection (N) whenever required by subsection (N)
- xii. Debarment. Subgrantee must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transaction and return to the County within seven (7) days of execution of this Agreement.
- xiii. Human Trafficking. Subgrantee shall refrain from trafficking in person as provided in the application provisions of Exhibit A, Attachment A: Forest Service Award Provisions subsection (X) and follow any applicable directive.
- xiv. Drugfree Workplace. Subgrantee shall adhere to the Drugfree Workplace provisions as provided in Exhibit A, Attachment A: Forest Service Award Provision subsection (Y)
- xv. Telecommunications. Subgrantee shall adhere to the Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment provision as provided in Exhibit A, Attachment A: Forest Service Award Provision subsection (EE)
- xvi. Executive Compensation. If applicable Subgrantee shall report total compensation of executives as provided in Exhibit A, Attachment B and 2 CFR part 170.
- xvii. And Justice for All. Subgrantee shall display an “And Justice for All” (AD-475A) poster in the public reception area or other area visible to the public.

3. COMPLIANCE WITH APPLICABLE LAWS.

Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national

origin, religion, sex, marital status, age, medical condition or handicap. In addition, each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

County and Subgrantee are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USA in 2 CFR Part 400.

4. RECITALS.

The recitals above are incorporated herein as if fully set forth.

5. INDEPENDENT CONTRACTOR.

Each party is an independent contractor with regard to each other party and agrees that except as provided in Exhibit A, the performing party has no control over the work or the manner in which it is performed. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

6. TERMINATION.

This Agreement may be terminated by either party with thirty (30) days' notice. This Agreement shall automatically terminate, in whole or in part, if the Grant Agreement terminates and to the same extent as the termination of the Grant Agreement.

B. AMENDMENTS.

Modifications to this Agreement are valid only if made in writing and signed by all parties.

7. INDEMNIFICATION.

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including their officers, agents, and employees, against all claims, demands, penalties, actions and suits (including the cost of defense thereof and all attorney fees and costs, through all appeals) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the acts or omissions of that party or its officers, employees, volunteers or agents, including any contractors hired or used by the indemnitor.

8. ACTION, SUITS, OR CLAIMS.

Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in claims or litigation in any way related to this Agreement.

11. INSURANCE.

Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

12. NO THIRD-PARTY BENEFICIARIES.

This Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless such third parties are expressly described as intended to be beneficiaries of its terms.

13. REMEDIES, NON-WAIVER.

The remedies provided under this Agreement shall not be exclusive. The parties shall also be entitled to any other equitable and legal remedies that are available. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by all parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce

any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.

14. OREGON LAW, DISPUTE RESOLUTION AND FORUM.

This Agreement shall be construed according to the laws of the State of Oregon. The parties shall negotiate in good faith to resolve any dispute arising out of this Agreement. The parties shall attempt to informally resolve any dispute concerning any party's performance of the terms of this Agreement, or regarding the terms, conditions, or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate the resolution of a dispute. This Section is not intended to limit or restrict the use by a party of any remedies set forth in Section 13. If the parties are unable to resolve any dispute within twenty-one (21) calendar days, the parties are free to pursue any legal remedies that may be available. Any litigation between the parties arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Wasco County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

15. ASSIGNMENT.

No party shall assign its rights or obligations under this Agreement, in whole or in part, without the prior written approval of the other party or parties.

16. SEVERABILITY/SURVIVAL OF TERMS.

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.

17. FORCE MAJEURE.

In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the Party to be excused.

18. INTERPRETATION OF AGREEMENT.

This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.

19. INTEGRATION.

This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind on the subject.

20. RECORDS.

All records, including financial, supporting documentation, must be retained for a period of three years from the End Date of this Agreement. All records related to this grant are discoverable, according to 5 USC 552 and requests are subject to 2 CFR 315(e)

21. OTHER NECESSARY ACTS.

The Parties shall execute and deliver to each other any and all further instruments and documents as may be reasonably necessary to carry out this Agreement.

22. NOTICE.

Except as otherwise expressly provided in this Agreement, any communications between the parties or notices to be given shall be given in writing by email, personal delivery or mailing.

Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

For Wasco County:

Steve Kramer
Chair, Board of County Commissioners
Wasco County
401 E 3rd Street, Suite 200
The Dalles, OR 97058
(541) 506-2520

For Subgrantee:

Jennifer Creighton, Associate VP for Research
Administration, Finance and Operations
Office for Sponsored Research and Award Administration
A312 Kerr Administration Building
Corvallis, OR 97331-2140
telephone: (541) 737-4933
e-mail: sponsored.programs@oregonstate.edu

22. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. ENTIRE AGREEMENT. This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

All of the aforementioned is hereby agreed upon by the parties and executed by the duly authorized representatives of the parties signing on the next page.

FOR WASCO COUNTY

By:



Steven D. Kramer, Commission Chair

Date: 10/16/2024

FOR

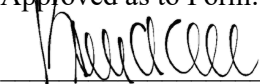
Vickie Watkins

By:

Vickie Watkins, Managing Grant and
Contract Officer

Date: 10/3/2024 | 11:06:09 PDT

Approved as to Form:



Kristen Campbell, County Counsel

Date: 10/16/2024

Exhibit A – Federal Financial Assistance Award of Domestic Grant 24-DG-11062752-629

Exhibit B: CWDG Funding Budget

Exhibit C: CWDG Award Administration Guide for Grantees

EXHIBIT A

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 24-DG-11062752-629
Between
COUNTY OF WASCO
And The
USDA, FOREST SERVICE
PACIFIC NORTHWEST REGION**

Project Title: Wasco Red Zone Partnering on Wildfire Mitigation in the Nation's Highest Risk Communities

Upon execution of this document, an award to COUNTY OF WASCO, hereinafter referred to as "Recipient," in the amount of **\$5,945,661.00**, is made under the authority of Infrastructure Investment & Jobs Act, PL 117-58, Section 40803 (c)(12) and (f). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.720 Community Wildfire Defense Grant. Recipient accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 07/03/2024, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a match of 4:1, however match has been waived under the provision of Public Law 117-58 (Infrastructure Investment & Jobs Act) and based on assurance from the Cooperator that 100% of the work and funding will benefit disadvantaged communities, which your organization has shown in the attached application, financial plan and narrative.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please the Forest Service Administrative Contact listed under section B, Forest Service Principal Contacts.

The following administrative provisions apply to this award:

- A. LEGAL AUTHORITY. Recipient shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.



- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Kelly Howsley - Glover 2705 East Second St The Dalles, OR 97058 Telephone: 541-506-2565 Email: kellyg@co.wasco.or.us	Kelly Howsley - Glover 2705 East Second St The Dalles, OR 97058 Telephone: 541-506-2565 Email: kellyg@co.wasco.or.us

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Kristen Bowles Telephone: 541-903-2869 Email: Kristen.bowles@usda.gov	Michael Gaddis Grants Management Specialist Email: Michael.gaddis@usda.gov
Forest Service Alternate Program Manager Contact	
Micah Johnson Telephone: 360-765-2221 Email: micah.d.johnson@usda.gov	

- C. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** Recipient shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

D. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.

Advance and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov	Kristen.bowles@usda.gov and
FAX: 877-687-4894	micah.d.johnson@usda.gov
POSTAL: USDA Forester Service Budget & Finance - Grants and Agreements 4000 Masthead St, NE Albuquerque, NM 87109	

- E. ELECTION OF DE MINIMIS INDIRECT RATE. Recipient has elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as Recipient chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized.
- F. PRIOR WRITTEN APPROVAL. Recipient shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior

to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

- H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The end date, or expiration date is **five years from last date of signature**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.


STEVE KRAMER
Board of County Commissioners

9/4/2024
Date

KELLY KANE
Digitally signed by KELLY KANE
Date: 2024.09.09 13:28:12 -08'00'

KELLY KANE, Acting Director
Fire, Fuels, and Aviation Management
U.S. Forest Service Pacific Northwest Region

Date

The authority and the format of this award have been reviewed and approved for signature.

ELIZABETH ACEVES
Digitally signed by ELIZABETH ACEVES
Date: 2024.08.23 15:34:11 -07'00'

ELIZABETH ACEVES
U.S. Forest Service Grants Management Specialist

Date

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, Recipient a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to Recipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by Recipient or any third party.
- C. NOTICES. Any notice given by the Forest Service or Recipient will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To Recipient, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. *See Attachment B for full text.*

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted quarterly. These reports are due 30 days after the reporting period ending March 31, June 30, September 30, December 31. The final SF-

425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at grants.gov/forms/forms-repository/post-award-reporting-forms

- F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

Recipient shall submit annual performance reports. These reports are due 90 days after the reporting period ending December 31. The final performance report shall be submitted either with Recipient's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- G. NOTIFICATION. Recipient shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.
- I. USE OF FOREST SERVICE INSIGNIA. In order for Recipient to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify Recipient when permission is granted.
- J. PURCHASE OF EQUIPMENT. Equipment approved for purchase under this award is available only for use as authorized. Title to the equipment rests with the Recipient as long as the equipment is used for its intended purpose.

The Forest Service reserves an interest in any equipment where the Forest Service's proportionate share of the per-unit value is \$5,000 or greater. Valuation is based on current fair-market value. To ensure that the federal interest is properly recorded, the recipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. The recipient is expected to maintain the UCC filing until the

equipment has a fair market value of less than \$5,000 or is otherwise disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

The Recipient shall inventory equipment acquired in part or in whole with Forest Service funds annually and shall submit a copy of the inventory to the Program Manager. A final inventory shall be submitted for closeout. The Recipient may use Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-S, Supplemental Sheet, or Recipient's equivalent inventory report. The annual/biannual (select one) report must be filed December 31, due within 90 days, but no later than March 31 of the following year. The final report must be due within 120 days from the expiration date of the award.

The Recipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should the Recipient determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. After receipt of the SF-428-C, the Forest Service shall issue disposition instructions within 120 days.

- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. Recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

Recipient may call on Forest Service's Office of Communication for advice regarding public notices. Recipient is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Recipient shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

- M. COPYRIGHTING. Recipient is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by Recipient under this award.
- Any right of copyright to which Recipient purchase(s) ownership with any federal contributions.

N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Recipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

“This institution is an equal opportunity provider.”

O. DISPUTES. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

- P. AWARD CLOSEOUT. Recipient must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to Recipient must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- Q. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

- R. DEBARMENT AND SUSPENSION. Recipient shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Recipient or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- S. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
- T. SCIENTIFIC INTEGRITY: USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in [Departmental Regulation \(DR\) 1074-001](#).
- U. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in [Departmental Regulation 3465-001](#) which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.
- V. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide [public access policy](#) implemented in [Departmental Regulation 1020-006](#) which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.
- W. BUY AMERICA BUILD AMERICA. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:
- (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - (2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the

total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in

paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [USDA Buy America Waivers for Federal Financial Assistance | USDA](#).

Definitions

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

- (1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;
- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

X. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.
 - a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients’ employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or

- (3) Use forced labor in the performance of the award or subawards under the award.
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
 - a. “Employee” means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the

- performance of the project or program under this award; or
- (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. “Private entity”:
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Y. DRUG-FREE WORKPLACE.

1. Recipient agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions Recipient will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify Recipient in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. Recipient agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. Recipient agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after Recipient learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, Recipient must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Z. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

AA. ELIGIBLE WORKERS. Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and

Nationality Act (8 U.S.C. 1324(a)). Recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

- BB. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- CC. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- DD. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:

1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

- EE. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.



July 3, 2024

To: Kristen Bowles and Micah Johnson

RE: CWDG Grant

Dear Ms. Bowles and Mr. Johnson,

Enclosed are the additional documents requested by the United States Forest Service to complete our Community Wildfire Defense Grant application for Wasco County Red Zone: Partnering on wildfire mitigation in the nation's highest risk communities. This includes:

1. SF-424
2. SF-424 Signed
3. SF-424A
4. FS-1500-22
5. Expanded Budget
6. SF-424B
7. Project Timeline
8. Project Narrative
9. FS-1500-34
10. AD-1047
11. AD-1049
12. FS 1500-35

We are requesting de minimus indirect and seeking the amount of \$5,945,661 to support our work on this grant.

Sincerely,

Kelly Howsley Glover
Community Development Director
Wasco County

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

07/03/2024

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

24-DG-11062752-629

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

County of Wasco

* b. Employer/Taxpayer Identification Number (EIN/TIN):

93-6002315

* c. UEI:

EMKLL2MZ2NH9

d. Address:

* Street1:

511 Washington Street

Street2:

Suite 207

* City:

The Dalles

County/Parish:

* State:

OR: Oregon

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

97058-4052

e. Organizational Unit:

Department Name:

Community Development

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Dr.

* First Name:

Kelly

Middle Name:

* Last Name:

Howsley Glover

Suffix:

Title: Community Development Director

Organizational Affiliation:

Wasco County

* Telephone Number: 541-506-2565

Fax Number:

* Email: kellyg@co.wasco.or.us

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

United States Forest Service

11. Catalog of Federal Domestic Assistance Number:

10.720

CFDA Title:

Community Wildfire Defense Grant Program

* 12. Funding Opportunity Number:

USDA-FS-2023-CWDG-CWSF

* Title:

Western States and Territories Community Wildfire Defense Grants

13. Competition Identification Number:

NA

Title:

Not applicable

14. Areas Affected by Project (Cities, Counties, States, etc.):

Wasco County Red Zone Project Map.pdf

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Wasco County Red Zone: Partnering on Wildfire Mitigation in the Nation's Highest Risk Communities

Attach supporting documents as specified in agency instructions.

Add Attachments

Delets Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment**Delete Attachment****View Attachment****17. Proposed Project:*** a. Start Date:

Date of last signature

* b. End Date: five years from date of
last signature**18. Estimated Funding (\$):**

* a. Federal	5,945,661.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	5,945,661.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment**Delete Attachment****View Attachment**

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

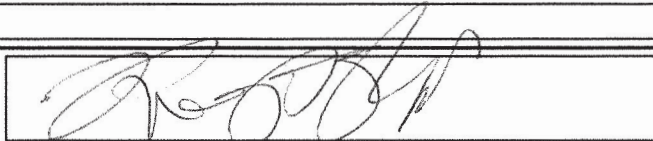
Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:

7.5.24

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Wasco County Red Zone: Partnering on wildfire mitigation in the nation's highest risk communities.	10.720	\$	\$	\$ 5,945,661.00	\$	\$ 5,945,661.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 5,945,661.00	\$	\$ 5,945,661.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Wasco County Red Zone: Partnering on wildfire mitigation in the nation's highest risk communities.				
a. Personnel	\$ 543,971.00	\$	\$	\$	\$ 543,971.00
b. Fringe Benefits	139,191.00				139,191.00
c. Travel	15,000.00				15,000.00
d. Equipment	75,000.00				75,000.00
e. Supplies	62,500.00				62,500.00
f. Contractual	55,925.00				55,925.00
g. Construction					
h. Other	4,972,316.00				4,972,316.00
i. Total Direct Charges (sum of 6a-6h)	5,863,903.00				\$ 5,863,903.00
j. Indirect Charges	81,758.00				\$ 81,758.00
k. TOTALS (sum of 6i and 6j)	\$ 5,945,661.00	\$	\$	\$	\$ 5,945,661.00
7. Program Income	\$	\$	\$	\$	\$

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Standard Form 424A (Rev. 7- 97)
Prescribed by OMB (Circular A -102) Page 1A

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. Wasco County Red Zone: Partnering on wildfire mitigation in the nation's highest risk communities.	\$	\$	\$	\$
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 75,000.00	\$	\$	\$	\$ 75,000.00
14. Non-Federal	\$				
15. TOTAL (sum of lines 13 and 14)	\$ 75,000.00	\$	\$	\$	\$ 75,000.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Wasco County Red Zone: Partnering on wildfire mitigation in the nation's highest risk communities.	\$ 2,377,012.07	\$ 1,222,569.40	\$ 1,124,740.00	\$ 114,339.53
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$ 2,377,012.07	\$ 1,222,569.40	\$ 1,124,740.00	\$ 114,339.53

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: 5863903	22. Indirect Charges: 81758
23. Remarks: We revised the supply and contractual budgets to align with federal classification of categories. Indirect is not assessed on the sub-recipient costs	

Additional support to original proposal

	Year 1	Year 2	Year 3	Year 4	Year 5	Total	Notes
Wasco County							
							Total Includes Coordinator and Overhead Lines
Wildfire Coordinati	\$85,260.00	\$87,391.00	\$90,013.00	\$92,713.00	\$95,494.00	\$543,971.00	
Overhead (Manage	\$18,620.00	\$18,620.00	\$18,620.00	\$18,620.00	\$18,620.00		
Fringe	\$27,800.00	\$27,810.00	\$27,820.00	\$27,870.00	\$27,891.00	\$139,191.00	
Travel	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$15,000.00	
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Supplies	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$62,500.00	
Contractual	\$11,185.00	\$11,185.00	\$11,185.00	\$11,185.00	\$11,185.00	\$55,925.00	
							Includes \$75,000 in equipment for
Other	\$1,039,988.89	\$1,060,447.18	\$1,043,080.40	\$942,501.00	\$961,298.53	\$5,047,316.00	Wamic
Indirect Costs	\$16,353.00	\$16,352.00	\$16,351.00	\$16,351.00	\$16,351.00	\$81,758.00	
Total	\$1,214,706.89	\$1,237,305.18	\$1,222,569.40	\$1,124,740.00	\$1,146,339.53	\$5,945,661.00	

*Estimated Indirect Costs to show calculation for five year indirect costs, total award amount should not exceed \$5,945,661.00

Wasco County

Total

A) Personnel (position*rate*time)	Wildfire Coordinator @ \$7,104.97/mo with annual step increases @ 2.5%	\$450,871.00
	Support Staff @ \$36/hr for 150/hours/year	\$27,000.00
	Supervision by Planning Director @ \$60/hr for 176.6/hr/yr	\$53,000.00
	<i>Subtotal</i>	\$543,971.00
B) Fringe Benefits - % Personnel		
	<i>Subtotal</i>	\$139,191.00
C) Travel #people*#trips*perdiem /mileage	Air travel @ \$625/year for 4 years	\$2,500.00
	Annual IAFC Wildland Urban Interface Conference (or similar conference) \$425/year for 4 years	\$1,700.00
	Hotel Accomodations \$575 average/year for two night stay	\$2,300
	.67/mile for 2537/miles/year	\$8,500
	<i>Subtotal</i>	\$15,000.00
D) Equipment[1]>\$5000 (inventory list)		
	<i>Subtotal</i>	
E) Supplies type*qty*cost		
	Website and Domain name purchase (\$600/year)	\$3,000.00
	Handouts (.25/page x 1000 x 10 events)	\$2,500.00
	Posters \$1.5/page x 1000 flyers)	\$1,500.00
	Annual Targeted Mailer (\$4000 for postage and printing/year)	\$20,000.00
	Purchase and disbursement of fire resistant plants	\$18,500.00
	Software licensing @3400/year (This is for annual subscriptions to online software tools specifically for outreach and education including: graphic arts editing, newsletter tool, video conferencing tool, social media management)	\$17,000.00
	<i>Subtotal</i>	\$62,500.00
F) Contractual eg. cost/acres	Translation Services (\$1,500 year for event and material translation into Spanish, average rate of \$75/hr @20/hrs/year)	\$7,500.00
	Guest Speaker \$1000 speaker fee + per diem and lodging (1x)	\$5,785.00
	Buses to transport residents, annual cost \$1,500 for one-two annual events	\$7,500.00
	Confederated Tribes of Warm Springs honorarium \$59 + \$98 (per diem, lodging) x 2 people, 2x annually	\$3,140.00

	Contract to apply chipped material to farm lands	\$32,000.00
<i>Subtotal</i>		\$55,925.00
G) Construction detail		
<i>Subtotal</i>		
H) Other (specify) detail	Venue rental for outreach events @\$100 x 2/year	\$1,000.00
	Sub-awards (Wamic Fire, ODF, Wasco SWCD, Mid-Columbia Fire and Rescue, OSU, Grant County SWCD; see proposal for estimated amounts to each)	\$5,047,316.00
<i>Subtotal</i>		\$5,048,316
Total Direct Costs		
I) Indirect Charges - include federally approved cost agreement	10% indirect cost rate (excludes sub-awards)	\$81,758.00
Project Total		\$5,946,661.00

Wasco County Red Zone: Partnering on wildfire mitigation in the nation's highest risk communities Project Narrative (provides high level summary of original proposal)

This project aims to implement priority actions in the 2022 Wasco County CWPP to augment ongoing collaborative efforts in wildfire planning and mitigation across the county, and to reduce wildfire risks to rural, fire vulnerable communities in central Wasco County. The project area encompasses five rural communities (Maupin, Pine Grove, Pine Hollow, Tygh Valley, and Wamic) with extreme wildfire risk (ranging from 97-100% more risk relative to other US communities) and significant vulnerabilities. Previous natural disasters including prolonged periods of drought and recent wildfires have established a strong partnership focused on wildfire risk reduction. This partnership is comprised of local fire districts, county, state and federal land management and emergency service agencies, local NGOs and others. In the support of the next phase of this partnership, Wasco County Planning Department and partners propose to address three priority actions necessary to reduce community wildfire risk in these at-risk communities within the project footprint:

1. **INCREASING CAPACITY:** Increase collaborative wildfire planning capacity by a) establishing a full-time Wildfire Coordinator in Wasco County Planning Department to coordinate wildfire preparedness and resilience efforts with partners around the county, and b) engaging in two targeted wildfire risk assessments to ascertain vegetation conditions on the 80,000 acres of private forest and rangelands in the project footprint.
2. **BUFFERING COMMUNITIES** - Establish buffers between at-risk communities and neighboring wildlands to moderate fire behavior and minimize spread from wildlands into populated areas by a) removing hazard fuel and developing 100ft+ wide fuel breaks along 60 roadside miles within the project footprint to aid in the establishment of containment lines during wildfire incidents, and to reduce fire ignitions and spread into communities, and b) reduce fuel loads on 508 forested acres of the White River Wildlife Area, prioritized based on its location as a buffer between the Mt. Hood National Forest and four at-risk communities in the project footprint (Pine Hollow, Pine Grove, Tygh Valley, and Wamic).
3. **PROTECTING HOMES** - Reduce residential structure ignitability with an emphasis on supporting socially and economically vulnerable residents through resources and education by a) removing 160 hazard trees around homes; b) providing direct service via free defensible space assessments and mitigation crew assistance to qualifying residents and c) conducting annual community outreach activities focused on home hardening and defensible space, landscape projects, and sharing information about available resources (e.g., hazard tree removal, defensible space, and assessment services). Landscape projects include the funding to purchase fire resistant plants as part of the defensible space promotion and education.

Task	Months	Year	Responsible Party
Hire a Wildfire Coordinator	Sept-Nov	1	Wasco County
Host one community outreach event	Dec-May or Sep	1	Wasco County
Train field crews to statewide defensible space standards		1	Oregon State Fire Marshal's Office
Train assessment staff, conduct outreach to landowners, develop forest resilience assessment		1	OSU Extension Fire Program (OSU)
Roadside fuels reduction treatments (20 road miles)		1	Wasco County Soil and Water Conservation District (SWCD)
Defensible space service for high priority residents (50 homes)	March-Oct	1	Wamic Rural Fire Protection District (WRFPD) and Mid-Columbia Fire and Rescue (MCFR)
Purchase equipment and hire crew	Oct-March	1	WRFPD
Solicit bids for hack & squirt and mastication	Nov-Jan	1	Oregon Department of Forestry (ODF)
Begin fuel treatment on White River Wildlife Refuge (Target 70 acres)	Mar-Sept	1	ODF
Host two community outreach events	TBA	2	Wasco County
Defensible space service (115 homes)	March-Oct	2	Wamic Rural Fire Protection District (WRFPD) and Mid Columbia Fire and Rescue (MCFR)
Roadside fuels reduction treatments (25 road miles)		2	Wasco County Soil and Water Conservation District (SWCD)
Begin hack & squirt treatment on 253 acres; Continue fuel treatment on White River Wildlife Refuge (target 185 acres)	Oct-Sept	2	ODF
Begin hazard tree removal (40 trees)	Oct-Sept	2	ODF
Conduct forest health and fire resilience assessment and report results		2	OSU/ODF
Host two community outreach events		3	Wasco County
Defensible space service (120 homes)	March-Oct	3	Wamic Rural Fire Protection District (WRFPD) and Mid-Columbia Fire and Rescue (MCFR)
Roadside fuels reduction treatments (20 road miles)		3	Wasco County Soil and Water Conservation District (SWCD)
Finish hack & squirt on 253 acres; Continue fuel treatment on White River Wildlife Refuge (Target 70 acres)	Oct-Sept	3	ODF
Hazard tree removal (40 trees)	Oct-Sept	3	ODF
Host two community outreach events	TBA	4	Wasco County
Defensible space service (120 homes)	March-Oct	4	Wamic Rural Fire Protection District (WRFPD) and Mid-Columbia Fire and Rescue (MCFR)
Roadside fuels reduction treatments (20 road miles)		4	Wasco County Soil and Water Conservation District (SWCD)
Finish fuel treatment on White River Wildlife Refuge (Target 183 acres)	Oct - Sept	4	ODF

Hazard tree removal (40 trees)	Oct-Sept	4	ODF
Host one community outreach event	TBA	5	Wasco County
Defensible space service (30 homes)	March-Oct	5	Wamic Rural Fire Protection District (WRFPD) and Mid-Columbia Fire and Rescue (MCFR)
Roadside fuels reduction treatments on any remaining roads		5	Wasco County Soil and Water Conservation District (SWCD)
Hazard tree removal (40 trees)	Oct-Aug	5	ODF
Purchase grass seed, ODFW will spread as in-kind	June	5	ODF

Application :: OR / Wasco County

Submitted on Nov 2, 2023

[Applications](#)

Grant Sections	Reviews			Average
	#1	#2	#3	
2. Expiration Date	0	0	0	0.00
4. Purpose	0	0	0	0.00
5. Grant Component Type	0	0	0	0.00
6. At-Risk Community	0	0	0	0.00
7. Roofing Code/Ordinance	0	0	0	0.00
8. Grant Waiver	0	0	0	0.00
9. Project Description	9	10	8	9.00
11. Budget Explanation	10	10	9	9.67
12. Accomplishments	10	10	9	9.67
13. Collaboration	10	10	8	9.33
14. Landscape Impacts	10	10	10	10.00
15. Project Sustainability	8	9	9	8.67
16. Low-Income Community	10	10	10	10.00
17. Severe Disaster Impact	10	10	10	10.00
18. Wildfire Hazard Potential	20	20	20	20.00
Review Total Score:	97	99	93	96.33
Review Rank:	4	1	3	2.67

FY 2023 USDA Forest Service Community Wildfire Defense Grant Application	File Name			
	State:	OR	Keyword:	Wasco County
	Region:		Priority:	
	Id:			
	Administration Information			
	Funds Requested:		\$5,945,661	
	Match:			
Score:	Ranking:	Project Funding:		
96.33		\$5,945,661		

1	Proposal Cooperator [OR]			
	Cooperator Organization:			
	Contact Person:			
	Address:			
	City:	State:	ZIP Code:	
	Phone:	Email:		

1	Applicant Information [OR]			
	Applicant:	Wasco County		
	Contact Person:	Private Information Removed for Privacy		
	Address:	Private Information Removed for Privacy		
	City:	The Dalles	State:	OR
	Phone (work/cell):	Private Information Removed	Fax:	Private Information Removed for Privacy
	Email:	Private Information Removed for Privacy		
Federal Tax ID:	93-6002315	UEI:	EMKLL2MZ2NH9	

Provide the expiration date for your sams.gov Unique Entity Identifier (UEI) number registration. Note: The UEI# and an active sam.gov registration are needed to apply for the grant.

UEI # and Sams.gov Expiration Date

EMKLL2MZ2NH9 7/26/24

Project Information

3	Name of the Project:	Wasco County Red Zone: Partnering on wildfire mitigation in the nation's highest-risk communities
	Community Name(s):	Maupin, Pine Grove, Pine Hollow, Tygh Valley, and Wamic
	Counties:	Wasco
	Congressional District:	2nd

GIS Coordinates

Ref. Point Name: Central Wasco County

Lat/Long: 45.202620, -121.273300

Description: High hazard communities in Central Wasco County

3

Area Name:

Boundary Lat/Longs:

Description:

Provide a brief overview and purpose statement for the project, addressing the overall intent of this program to assist communities with planning and mitigating their risk against wildfire.

Brief Project Overview and Purpose

This project aims to implement priority actions in the 2022 Wasco County CWPP to augment ongoing collaborative efforts in wildfire planning and mitigation across the county, and to reduce wildfire risks to rural, fire vulnerable communities in central Wasco County. The project area encompasses five rural communities (Maupin, Pine Grove, Pine Hollow, Tygh Valley, and Wamic) with extreme wildfire risk (ranging from 97-100% more risk relative to other US communities) and significant vulnerabilities. Previous natural disasters including prolonged periods of drought and recent wildfires have established a strong partnership focused on wildfire risk reduction. This partnership is comprised of local fire districts, county, state and federal land management and emergency service agencies, local NGOs and others. In the support of the next phase of this partnership, Wasco County Planning Department and partners propose to address three priority actions necessary to reduce community wildfire risk in these at-risk communities within the project footprint:

4 ADDING CAPACITY: Increase collaborative wildfire planning capacity by a) establishing a full-time Wildfire Coordinator in Wasco County Planning Department to coordinate wildfire preparedness and resilience efforts with partners around the county, and b) engaging in two targeted wildfire risk assessments to ascertain vegetation conditions on the 80,000 acres of private forest and rangelands in the project footprint.

BUFFERING COMMUNITIES - Establish buffers between at-risk communities and neighboring wildlands to moderate fire behavior and minimize spread from wildlands into populated areas by a) removing hazard fuel and developing 100ft+ wide fuel breaks along 60 roadside miles within the project footprint to aid in the establishment of containment lines during wildfire incidents, and to reduce fire ignitions and spread into communities, and b) reduce fuel loads on 508 forested acres of the White River Wildlife Area, prioritized based on its location as a buffer between the Mt. Hood National Forest and four at-risk communities of in the project footprint (Pine Hollow, Pine Grove, Tygh Valley, and Wamic).

PROTECTING HOMES - Reduce residential structure ignitability with an emphasis on supporting socially and economically vulnerable residents through resources and education by a) establishing a program to remove 160 hazard trees around homes; b) providing direct service via free defensible space assessments and mitigation crew assistance to qualifying residents and c) conducting annual community outreach activities focused on home hardening and defensible space, landscape projects, and sharing information about available resources (e.g., hazard tree removal, defensible space, and assessment services).

A map of the project area and supporting documentation for this proposal can be found here: <https://tinyurl.com/49huka58>

Respond with the grant component type that applies to the application: (please select only one per application)

1.) Creating or Updating a Community Wildfire Protection Plan (CWPP) that is more than five (5) years old.

2.) Project described in a CWPP that is less than ten (10) years old. Include the Name and Date of the CWPP. (See NOFO for CWPP alternative requirements such as Hazard Mitigation Plans)

Grant Component Type

5 This proposal seeks funding to support implementation activities identified in Wasco County's Community Wildfire Protection Plan (CWPP). This plan was updated over a two-year period ending with final approval by county commissioners in December of 2022, and approval by FEMA in the spring of 2023. This phase of implementation of Wasco County's CWPP focuses on three key areas: 1) increase collaborative planning and mapping capacity to sustain further CWPP implementation and partnership

efforts, 2) establishing buffers between at-risk communities and neighboring wildlands to slow fire spread and provide additional time for evacuation and response efforts, and 3) protect homes and reducing risk for vulnerable populations in some of the county's most at-risk communities.

Please respond yes or no if the community is considered "at-risk" (please refer to the definition within the NOFO). Provide a web link to the verification source. (Note: At-Risk is a basic eligibility requirement of this grant opportunity. If the answer to this question is "no," do not proceed with the application process.)

Is your community considered "at-risk"

6 Yes, these communities are considered at-risk. According to the online tool Wildfire Risk to Communities, the entirety of Wasco County is at Very High Risk of wildfire higher than 95% of counties in the United States. The unincorporated communities within the south county project footprint area include Maupin, Pine Hollow, Pine Grove, Tygh Valley, and Wamic. Out of those communities, Maupin has the lowest risk of wildfire at a very high risk of wildfire higher than 97% of communities in the U.S. Wamic and Pine Grove are at very high risk, higher than 100% of communities in the U.S. All of these communities have vulnerable populations and rank above the local median with residents that live in mobile homes and experience disabilities.

Do you currently have, or will you adopt prior to grant award, an ordinance or regulation that requires that roofs for new building construction, as well as the reroofing or replacement of a roof on existing buildings, adheres to standards that are similar to, or more stringent than, the roof construction standards established by the National Fire Protection Association or applicable model building code established by the International Code Council (this is not a requirement for eligibility but determines the source of funds).

Roofing Code/Ordinance

Currently no roofing code or ordinance.

7

Are you planning on applying for a grant match waiver based on the project serving an underserved community? Please respond yes or no. If yes, include sufficient supporting documentation in your waiver request to demonstrate that the community is disadvantaged by either using the Climate and Economic Justice Screening Tool (CEJST) or by meeting the Low-Income definition. Note: Underserved communities are eligible to request a match waiver, as well as Tribes, Pacific Island Territories, and the USVI.

Grant Waiver

Yes, we are applying for a cost-share waiver. The footprint is contained within Wasco County.

8 Wasco County, OR, is considered an underserved county and is eligible to apply for a cost-share waiver. It is identified as "disadvantaged" in the Climate and Economic Justice Screening Tool.

(Source: Council on Environmental Quality. (2022). Climate and Economic Justice Screening Tool, version 1.0. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/41065>)

10 points. 9000 characters including spaces.

Clearly define the scope of the project, what the project proposes to accomplish, why it is important, and how it supports the Cohesive Wildland Fire Management Strategy and relevant State Forest Action Plan (or equivalent Tribal plan). Provide a comprehensive but succinct overview of the proposed project that includes basic details of who is doing what, where, and why this is important. Explain how the project is described in a CWPP (or acceptable alternative as described in the NOFO). Specify if benefits to traditionally underserved or marginalized audiences are a component of the work.

Project Description

The project footprint is a 161,776 acre polygon near the southeastern base of Mt Hood that encompasses the five rural communities of Pine Hollow, Pine Grove, Tygh Valley, Wamic, and Maupin, Oregon. On the western edge of the project area, the landscape transitions from a dense, mixed conifer forest type to steep-sided canyons topped by sagebrush and grasslands. Vegetation in the project area includes oak and pine woodlands, juniper, sagebrush, grasslands, and agriculture. Central Wasco County has recently been subjected to repeated droughts (e.g., 2015, 2020, 2021, 2022, 2023); dry fuel conditions coupled with regular high winds drive fires that start on the east flanks of Mt. Hood across this landscape and into these WUI areas. In the past three years, two major fires have destroyed structures and forced evacuations in these communities (White River Fire of 2020 and Miller Road Fire of 2022). Past projects aimed at improving landscape resilience have focused on cross-boundary fuels reduction projects on and near the MHN. These successes highlighted the value of a collaborative approach, while also illuminating gaps in collective capacity and community protection. In the 2022 update of the Wasco CWPP, partners identified these additional opportunities areas, which are the focus of this proposal. We also engaged the five targeted communities in dialogue to understand their conceptions of wildfire risk and priorities for mitigation over 18 months of community outreach. This

project thus proposes three interlocking strategies to be implemented over five years, described in detail below: 1) increasing collective capacity, 2) buffering at-risk communities, and 3) protecting homes.

1. INCREASING CAPACITY

1a) Wildfire Coordinator: To increase our collective capacity to plan, implement, track and evaluate wildfire mitigation efforts, Wasco County Planning Department proposes to fund a full-time Wildfire Coordinator. This position will coordinate the implementation of the CWPP in collaboration with partner agencies, conduct county-wide wildfire adaptation efforts, and support long-range wildfire planning efforts. Assigning this position is Action 1 in the 2020 Wasco County CWPP (p. 53) and prioritized in Wasco's 2019 Natural Hazard Mitigation Plan (NHMP) (p. 3-11).

1b) Planning assessments: To advance strategic planning of future community risk reduction and fuels management projects in Wasco County, OSU Extension will conduct two wildfire risk assessments:

A) A county-wide relative risk assessment following protocols from Schmidt et al. (2022) will support Wasco County wildfire partners to construct a shared understanding of risk and support the collaborative prioritization of risk mitigation projects. OSU will lead, with support from GIS technicians at Grant County Soil and Water Conservation District (GCSWCD). This is listed as a priority action in the 2022 CWPP (section 1, pg. 53).

B) A rapid, parcel-level vegetation assessment of conditions on 80,000+ acres of private lands will offer a vital and missing component to fuels and fire risk mitigation planning, allowing partner agencies to strategically plan, and increase connectivity of, future fuels reduction projects at a landscape scale, and offer landowners a decision-making tool. OSU will lead this project, GIS technicians at GCSWCD (who have engaged this protocol on over 200,000 acres in Grant County) will provide technical expertise and develop the maps, and ODF will conduct field-based accuracy-testing and collection of site-specific data, and lead on landowner engagement. The 2022 CWPP prioritizes increased support for collaborative efforts at building resilient landscapes (section 8, pg. 53).

2. BUFFERING COMMUNITIES

2a) Roadside Treatments: To reduce the spread of wind-driven fires as they approach populated areas, local RFPDs, working in partnership with Wasco County Soil and Water Conservation District (WCSWCD) and adjacent landowners, have prioritized 80 road miles where clearing roadside vegetation will augment existing firebreaks. Activities will include clearing brush and removing dead and dying juniper trees 60 on either roadside to minimize the spread of spot fires. These enhanced fuel breaks will slow the spread of fire, improve wildfire response, and increase safety during evacuations. This work will be managed by WSWCD and Wamic Crew 2; contractors will be engaged to conduct the work. This project is outlined as a high priority in CWPP Appendix E: Fire Agency Priorities (p. 109).

2b) Fuels Treatments: The communities of Pine Grove, Pine Hollow, Tygh Valley and Wamic are at extreme risk from wildfire (between 97%-100% relative risk to structures in comparison to other US towns (WildfireRisk.org)) in part due to their direct exposure to wildfire from adjacent federal lands. The White River Wildlife Area (WRWA) includes nearly 30,000 acres of forestlands situated between the Mount Hood National Forest (MHNH) and these communities. Conducting fuels treatments on the WRWA offers the opportunity to build a buffer that can moderate fire behavior as it blows off Mt. Hood and approaches these populations. Oregon Department of Fish and Wildlife and Oregon Department of Forestry have identified 508 acres to treat via hack and squirt, thinning, mastication, and pile burning; planning and surveying is already underway through another funding mechanism. These shovel-ready projects will allow for rapid implementation. These project areas were identified as high priority by ODF and ODFW, and outlined in CWPP Appendix E: Fire Agency Priorities (p. 106).

3) PROTECTING HOMES

3a) Hazard tree removal: Drought and beetle kill have resulted in hundreds of dead and dying trees near homes, but they are often cost-prohibitive for residents to remove. ODF has received estimates from certified arborists for a cost averaging \$2,500/tree. The funding will support the removal of 160 hazard trees. Priority will be given to households with one or more of the 8 social and economic factors identified in the Vulnerable Population Data Methodology and used by the Wildfire Risk to Communities tool: family in poverty, people with disabilities, people over 65 years, people under 5 years, people of color, difficulty with English, households with no car, and/or residents in mobile homes (wildfirerisk.org). This strategy is supported by the CWPP Action 6, on offering incentives for risk reduction (p. 52).

3b) Defensible Space: To reduce barriers for residents to manage vegetation around their homes and thus reduce structure ignitability, local fire districts (led by Mid-Columbia Fire and Rescues wildfire division and the Wamic Fire Department) will assess and treat hazardous vegetation around a total of 435 homes in the project footprint. Using the same methodology as in project 3a, support for vulnerable households will be prioritized. The CWPP prioritizes increased defensible space work in Project concept #3 (p. 108).

3c) Community Education: The Wildfire Coordinator, in collaboration with partners, will facilitate at least 8 community education and engagement events in the five prioritized communities over the 5-year grant period to 1) support landowner and homeowner decision-making about individual risk reduction strategies and community organizing (i.e., Firewise), and 2) promote the hazard tree and defensible space programs available to residents. Resident transportation and incentives for participation will be provided to increase accessibility. The CWPP prioritizes education in action item 10 (p. 53).

CONNECTION TO NATIONAL AND STATE STRATEGIC PLANS: The projects described above and prioritized in the 2022 Wasco County CWPP, also align with numerous federal and state strategic plans. In 2021, USDA Forest Service released the 10-Year Wildfire Crisis Strategy. Wasco County was identified as one of the highest risk fireheds in the western United States, and in 2022 was designated a National Priority Landscape. The designation will provide additional capacity and funding to accelerate fuels reduction activities on federal lands adjacent to the WRWA and communities of Pine Grove, Pine Hollow, and Wamic. This designation will further the goal of creating Resilient Landscapes, one of the three pillars of the Cohesive Wildland Fire Management Strategy. This proposal also furthers the creation of Fire Adapted Communities and supports Safe Effective

fire management strategy. This proposal also furthers the creation of fire adapted communities and supports safe, effective, risk-based wildfire response. Oregon's State Forest Action Plan identified priority issues that align with the goals of this proposal, including Diversity, Equity, Inclusion, and Social Justice; Wildfire Prevention, Mitigation, Response, and Recovery; and Forest Health.

Applicant Budget [OR]				
	Grant		Match	
	Funds Requested	Applicant	Non-Federal Contributors	Total Project Cost
10	Personnel / Labor:	\$543,971		\$543,971
	Fringe Benefits:	\$139,191		\$139,191
	Travel:	\$15,000		\$15,000
	Equipment:			
	Supplies:	\$62,500		\$95,500
	Contractual:	\$55,925		\$23,925
	Other:	\$5,046,316		\$5,046,316
	Indirect Costs:	\$81,759		\$81,758
	TOTAL:	\$5,945,661		\$5,945,661

10 points. 5000 characters including spaces.
 Provide any additional remarks needed to clarify your budget request. Clearly explain how the budget will be spent by line item, sources of match, and how expenditures are applicable and relevant to the goals and objectives of the project. The budget narrative must describe how the grant funds will be spent with specific detail for each grant expenditure. It must describe how expenditures are applicable and relevant to the goals and objectives of the project. A project proposal must also show how the applicant will meet matching requirements or qualify for a waiver. If qualified for a waiver, you do not need to show funding in the match column.

Project Budget Explanation

Wasco County proposes to fund a Wildfire Coordinator position and support programming related to county-wide coordination and education, in the following categories:

PERSONNEL: We have calculated the position with an annual step increase for a five-year total of \$543,971. Included is an additional \$80,000 for position support and supervision from existing County staff

FRINGE: The fringe category for the wildfire coordinator position for five years is \$139,191.

TRAVEL: Travel expenses for vehicle mileage, gas, maintenance, flights, and overnight accommodations for conferences and meetings for a five-year total of \$15,000.

SUPPLIES: These expenses include education and outreach materials, mailed notices, handouts, development of a dedicated website, software licensing expressly for outreach and education above what the County supplies under indirect, and funding to purchase fire resistant plants as part of the defensible space promotion and education. The total supply budget is \$62,500.

CONTRACTUAL: Education and outreach events (total=8 events) require \$23,925 in contractual expenses over 5 years, including: \$7,500 to provide translation services, \$5,785 to bring in guest speakers, \$7,500 to contract buses for residents to attend as they are low income and elderly and would not be able to otherwise attend, and \$3,140 as honorarium for representatives from Confederated Tribes of the Warm Springs to participate. We have also included \$32,000 to contract a local organization to apply chipped materials to farm lands to enrich soil and help with improving fire fuel breaks.

INDIRECT COSTS: The County is seeking a de minimus of 10% for indirect costs; the five-year total is \$81,758.

OTHER: Wasco County is serving as fiscal agency and lead implementer for this project. The six (6) partners tasked with project work will sign an intergovernmental agreement with the county to meet the grant objectives and receive pass-through funding, all categorized as OTHER, detailed below:

1 Wasco SWCD is committed to a total of \$1,571,489 to clear 750 acres of roadside along 60 miles of identified roads and manage landowner contacts for defensible space services provided by MCFR Crew 22. Contract work to clear roadside vegetation: \$1,126,400. Materials and supplies to replace and repair fences after detangling them from juniper trees: \$7,500. Personnel for project management and HIZ assessments: \$399,273. Travel: \$15,000.

Mid-Columbia Fire and Rescue is committed to \$428,180 for 45 weeks of Crew 22 defensible space direct service around 260 homes within the project footprint, with associated equipment and fuel.

Wamic Fire is committed to \$978 101 to hire and equip a 2-person mitigation crew to conduct direct service defensible space

Wamic Fire is committed to \$978,101 to hire and equip a 2 person mitigation crew to conduct direct service defensible space work around homes. Personnel: \$666,883 (salary, fringe) to cover crew wages to work for 34 weeks (March-October). Equipment purchases include \$40,000 for a dump trailer and \$35,000 for a chipper, as well as \$181,217 to cover fuel costs and \$42,000 in maintenance costs. Wamic priced rental of dump trailer and chipper, and found the cost to be in excess of \$160,000 for the time needed (March-October) over five years. Additional equipment purchases including battery-powered saws and tools: \$13,000.

ODFs budget is \$1,963,544: Personnel - \$516,768: 1 Forest Manager for 6 mo. Project coordination/oversight (\$42,366); 2 Foresters @ 18 mo. Each for contract admin/landowner coordination/outreach (\$254,670); 1 Technician for 6 mo. field data collection (\$25,944); Fringe @ 60% for all staff (\$193,788). Travel - \$36,000: ODF travel for landowner property assessments, project sign ups, contract admin, training sessions, coordination meetings, and outreach events. Supplies - \$2500: Tablet for map data collection, flagging for unit layout/data, report and contract printing. Contractual - \$1,224,312: Planning on 2 Contracts for treatment on state wildlife area including hack & squirt on 323 acres (\$258,400) and mastication or thinning & piling on 508 acres (\$558,800). Purchase of grass seed to apply across 508 acres (\$7,112). Also, up to \$2,500 per tree removal for certified arborists on 160 dead/dying hazard trees around homes (\$400,000). Indirect cost (18.3%) - \$183,964: Indirect will be applied to personnel, travel, supplies and \$50,000 of the contractual budget.

OSU Extension Fire Program is requesting at total of \$38,706 to lead the two risk assessments, as follows: \$18,095 in personnel costs (salary, fringe) for salary of Dr. Leavell, in his role as a technical advisor and training instructor; \$4848 in travel costs for 2 OSU faculty members (Dr. Bordelon and Dr. Leavell) to make a total of 8 trips over 2 years to facilitate trainings, workshops, and fieldwork; \$6,100 in supplies for direct mailings to invite landowner participation, resource packets to participating landowners, and costs associated with partner trainings and landowner workshops; and \$9,663 in indirect costs, at the negotiated indirect cost rate of 36%. The on campus indirect rate is required as Dr. Bordelon and Dr. Leavell's analysis and other work will happen primarily on campus.

Grant County SWCD is requesting a total of \$66,296 to provide the GIS expertise and technicians to assist in the two risk assessments, as follows: \$51,675 in personnel costs (salary, fringe) for two GIS technicians to deliver mapping products (\$43,700), as well as project management by the District Manager over two years (\$7975); \$5,580 in travel costs for GCSWCD staff to support the field-based trainings; and \$9,041 in indirect costs, at the negotiated indirect cost rate of 15.79%.

10 points. 8000 characters including spaces.

Clearly define how the project will be accomplished, including at least one of the quantitative accomplishment measures provided in the measurable outcomes table. Identify measurable outcomes and timelines (are the proposed activities clear and achievable, goals defined, outcomes measurable, # of acres treated, # of education/outreach programs, planning/assessment efforts clearly described, etc.). Include metrics for measuring progress towards the accomplishment(s). Describe any applicable less quantifiable return on investments.

Accomplishments

Quantifiable accomplishments from the partners, expected to be completed by the end of the 5-year grant period:

Hire a Wildfire Coordinator to coordinate partner activities and lead education and outreach on wildfire mitigation in the county. Hiring for this position will occur at the beginning of the grant period, and the Wildfire Coordinator will work with partners to put on a minimum of 8 community outreach events focused on risk reduction for vulnerable populations and members of at-risk communities. (Wasco County Planning Department)

Treatment of 508 acres of public lands adjacent to at-risk communities. (Oregon Dept of Forestry)

Expand existing fire breaks beyond public right of way onto private land along 80 road miles within the project footprint, including removal of red and dead juniper hazard trees to create fire breaks a minimum of 120 feet wide. (Wasco SWCD and rural fire protection districts)

Defensible space and ladder fuel treatment around 260 homes in Tygh Valley and Juniper Flat fire districts. (MCFR Crew 22)

Defensible space, ladder fuel removal, and chipping around 175 homes within the Wamic RFPD district. (Wamic Fire Crew 2)

Removal of 160 hazard trees around homes (Oregon Dept of Forestry)

Creation of a GIS mapping tool to assess forest and range conditions on the 80,000 acres of non-industrial private lands in the project footprint (OSU Fire Extension, ODF, and Grant County SWCD).

Train assessment providers annually on state-defensible space standards and national best practices for reducing structure ignition, 4 minimum. (Oregon State Fire Marshal).

1 Year 1: Hire Wildfire Coordinator, plan and host 1 educational event (COORDINATOR), begin unified outreach to vulnerable populations and landowners within project footprint (COORDINATOR, Wasco SWCD, Wamic Fire), to assess structures, vegetation (OSU) and trees (ODF), and build list of qualifying residents for programs. Train field crews and assessment staff to HIZ and mapping standards. Establish contracts with sub-contractors, and begin roadside veg treatment (Target 20 road miles) and dispatch Crews 2 and 22 to high-priority residents with multiple risk factors (50 homes). Purchase equipment, and hire Crew 2 (Wamic Fire). Begin treatment on 70 acres on wildlife area.

Year 2: Plan and host 2 educational events (COORDINATOR), continue outreach and field assessment work, train crews and field staff, dispatch crews to 115 homes (MCFR and Wamic Fire), roadside veg treatment on 25 miles, remove 40 hazard trees, hack and squirt 253 acres on wildlife area, begin mastication work on 508 acres. Complete GIS mapping tool, and complete landowner engagement along with final report.

Year 3: Plan and host 2 education events, dispatch crews to 120 homes, 20 miles roadside veg treatment, remove 40 hazard trees, finish hack and squirt on 253 acres, +70 acres of mastication on wildlife area. Continue HIZ assessments and maintain mapping

mapping.

Year 4: 2 education events, dispatch crews to 120 homes, 20 miles roadside veg treatment, remove 40 hazard trees and sign up final 35 landowners, 183 acres mastication on wildlife area. ODFW staff burning piles as in-kind

Year 5: Plan and host 1 educational event, dispatch crews to 30 homes, complete any remaining roadside veg treatment, remove final 40 trees. Wildlife area: purchase grass seed, ODFW to spread as in-kind.

One of the less quantifiable but invaluable returns on this investment will be the continued opportunity for the county's wildfire partners to work together on planning and project development. A large project like this poses a tremendous opportunity to take a more cohesive approach to developing fire-adapted communities that border resilient landscapes. These communities were selected because they represent the area where the most impact can be made, given the incredibly high-risk ratings in the area. All of the involved partners recognize wildfire as a common challenge, and this project would provide an opportunity for those partners to utilize a shared funding source to meet common goals. This funding would be the first significant amount of funding to come to the local county government and allow the county to build leadership capacity and implementation momentum for wildfire risk reduction. State and federal partners have historically been very involved in high-risk areas, but this funding would provide a more comprehensive and coordinated approach that can be utilized long after the term of the grant. It also poses an opportunity for cooperators to work consistently together on messaging and education, which can be invaluable in a landscape with such a wide variety of federal, state, and local partners.

10 points. 8000 characters including spaces.

The application should clearly define collaborative elements, including support from partners, agencies, landowners, and communities. A project proposal must identify partners that will be actively engaged in carrying out the project and add value to project planning and implementation, with a description of each partner's role. Collaboration may be qualitative in nature, and the contribution of a partner may be more than the number of partners involved.

1.) Identify partners that have demonstrated a commitment and add value towards planning and carrying out the project.

2.) Describe what these partners and collaborators contribute.

3.) Demonstrate residual positive benefits as a result of collaboration related to capacity, skills, knowledge, infrastructure, or a replicable approach, among others.

Collaboration

Wasco County Planning Department (WCPD) will serve as project lead and fiscal sponsor. They will hire and house the Wildfire Coordinator (WC) position and set up pass-through agreements with partner agencies who will take the lead on implementing the funded supporting activities.

Multiple partners are involved in this project, each responsible for their respective areas of expertise. This proven model for this collaborative group builds on past and current projects within and adjacent to this project footprint. Strong interagency coordination has been in place for many years in Wasco County. Community members and partner agencies have been actively engaged in developing and supporting cross-boundary projects to meet the objectives of the National Cohesive Strategy. Most recently, the Mt. Hood National Forest (MHNF) has been collaborating on several forest resilience and wildfire mitigation projects across federal lands adjacent to this project footprint. The MHNF has been identified as a Priority Landscape through the Wildfire Crisis Strategy, bringing millions of dollars to the forest for treatment of federal land through the Bipartisan Infrastructure Law. Local agencies have received Joint Chiefs funding for 2 adjacent Wasco County projects - treating federal, state, City, and private lands within and adjacent to this project. Since 2017, there has been a Good Neighbor Authority agreement in place between the MHNF and Oregon Department of Forestry (ODF), increasing the pace and scale of treatment on adjacent federal lands. The Natural Resources Conservation Service has Conservation Implementation Strategy (CIS) projects in place across Wasco County, providing forest health & wildfire fuel reduction assistance through the Environmental Quality Incentives Program (EQIP). In 2022, a state-funded Landscape Resilience Program cross-boundary fuels treatment grant was awarded in Wasco County, accomplishing nearly 3000 acres of fuels mitigation treatment on federal, state, and private lands. To bolster a safe and effective response, Oregon Department of State Fire Marshal (OSFM) funded rural Fire Districts for extra staffing capacity to conduct defensible space/HIZ treatments and suppression, in addition to equipment acquisition to support local fire response efforts. Building more fire-adapted communities, the Wasco County Soil and Water Conservation District (SWCD) and Farm Services Agency (FSA) received funding to assist landowners with post-fire recovery activities such as fence repair, weed spraying, removal of burned trees, and reforestation efforts within and adjacent to this project footprint.

WCPD has been key in identifying and addressing wildfire-related hazards and risks. In 2018, they were selected for a grant to for fire experts to produce a county-specific report, through the Community Planning Assistance for Wildfire (CPAW) program. Community engagement and participation informed the final product, which was used during the process of updating the county Natural Hazard Mitigation Plan (NHMP, 2019) and Community Wildfire Protection Plan (CWPP, 2022). County staff also received recent grant funding to inventory and assess local roads for mitigation work and to update the NHMP.

Given the extent of wildland-urban interface across Wasco County, partner agencies have collaborated regularly on community outreach and education events. Events have covered numerous topics, including planned/ongoing treatment on nearby federal/state land, funding sources available to landowners for treatment, defensible space measures, and evacuation planning. These events have also provided community engagement and feedback to help inform fire managers and planners of priority areas of concern. The project footprint is an area of particular concern by local residents and communities, given the overstocked dying
1 timber stands on adjacent public lands, extreme summer weather conditions, strong westerly winds, homes intermingled with
2 forestland and light/flashy understory brush, and communities designated as low income and socially vulnerable. Each partner

- listed in this grant has been instrumental in helping make those events highly successful and feedback from the community has been overwhelmingly positive.

Partners directly involved in project implementation are as follows:

WCPD -Lead applicant/fiscal sponsor. Will hire/house the WC position, funded through this project. The WC will focus on bringing partners together in a more coordinated and formalized manner with the goal of developing long-term priorities and strategies for this and other landscape-scale, cross-boundary projects. The WC will also assist with coordination and facilitation of public outreach events planned through this proposal. WCPD will be responsible for pass-through agreements with partners administering other grant-funded activities, and will manage the budget and accomplishment reporting.

OSU EXTENSION SERVICE FIRE PROGRAM Will lead and facilitate development of a county-wide relative risk & private lands vegetation assessment for partner use on this project and to aid in developing future project treatment areas.

GRANT COUNTY SWCD -- Will be funded to provide GIS expertise on the two assessment projects led by OSU Extension; they are crossing county lines to collaborate due to their unique expertise and experience designing and implementing these assessment tools alongside OSU in Grant County in 2020-22.

ODF- Will assist with forest stand condition validation on private properties to be incorporated into the mapping tool. ODF will coordinate with the Oregon Department of Fish & Wildlife (ODFW) for administration fuels reduction activities on the state-managed White River Wildlife Area (WRWA). This includes hack & squirt, mastication or pre-commercial thinning, piling, and burning. ODFW will provide in-kind time by conducting pile burning and grass seed application. ODF will work with private landowners to administer removal of complex individual dead or dying hazard trees adjacent to homes. This will be coordinated with Mid-Columbia Fire & Rescue (MCFR) and Wamic RFD, who will be providing additional defensible space treatments with their fuels crew around homes in the project footprint.

MCFR - Will use an in-house fuels crew to conduct defensible space treatment around home sites in the project footprint. For homes needing complex hazard trees removed, MCFR will coordinate with ODF to facilitate getting trees removed through certified arborists.

WAMIC RFD - Will hire an in-house, season crew to 1) conduct roadside fuel treatments and 2) conduct defensible space treatment around homes in their district. They will also coordinate with ODF to remove complex hazard trees, where needed.

SWCD - Through coordination with Juniper Flat & Tygh Valley Rural Fire Protection Districts and Wasco County Public Works, will coordinate and oversee a contract crew conducting roadside fuel breaks and invasive species treatment along critical road systems within their fire districts.

CITY OF MAUPIN - Maupin obtained state grant funds to build a local program called Stop the Spread. Additional support from this grant will provide financial incentives for residents to remove flammable vegetation around homes.

OSFM -While not directly receiving funding through this grant, OSFM has played an integral role in coordination with rural fire districts and Wasco Co. SWCD to develop the project treatments being administered within the local districts. OSFM will also be providing in-kind coordination for this project as well as support in planning and executing educational events slated for the grant period. Indirect partners have played an active role in the local successes we have seen to date through collaboration on planning efforts, outreach and project administration across Wasco County. Partners include: USFS, NRCS, East Cascades Oak Partnership, FSA, and Wasco County Forest Collaborative.

10 points. 8000 characters including spaces.

Clearly define the scale of the project, including relationships with past, present, or future projects that, when combined, offer more benefits than when taken individually. Describe the overall landscape and land ownership that the project influences in addition to the defined project area. Specify areas targeted for planning or mitigation. Clearly describe each proposed activity and include details on where they will be occurring. Include the approximate number of structures that will benefit from the proposed action.

Landscape Impacts

Wasco County's landscape is extensive and diverse in vegetation composition and fire risk. The west side includes overstocked, dense mixed conifer stands on national forest and state wildlife area lands, transitioning as it moves east to a dominant Pine/Oak woodland, sagebrush steppe, and mixed vegetation understory species including rangeland and agricultural lands. These forested areas, which have been impacted by drought and insect & disease outbreaks, are interspersed with rural homes and small communities that are easily impacted by the threat of wildfires. Within the footprint, there are an estimated 2128 structures on private land, all of which will benefit indirectly from the forest and roadside treatments, and an estimated 20% of these structures will benefit directly from the direct assistance provided. This footprint was selected due to the need for assistance in these low-income and socially vulnerable areas. It was also selected for its proximity to recently completed, ongoing, or planned future projects across multiple jurisdictions both within and adjacent to this project boundary. Several on-the-ground activities in this proposal are designed to conduct specific fuels reduction mitigation treatment that currently has no other funding mechanism to accomplish this type of work on private lands. Through the Wasco County CWPP, planned activities have been identified as priority projects that this CWDG program is well suited for. Target goals under this project dovetail with other planned and active projects designed to accomplish treatment across federal, state and private lands within and adjacent to this project boundary. Ongoing and planned projects will be stitched together with the proposed activities in this application to fill needed gaps in hazard mitigation. By leveraging this work, partners aim to broaden the amount of landscape scale, cross-boundary activities, which will enhance protection buffers between local communities and the adjacent fuel-loaded public lands. On three units, contracted hack and squirt treatment will occur on <6 oaks to prevent resprouting, followed in subsequent years by contract mastication, or piling & burning, to mitigate fuel loading. One unit only needs fuels reduction thinning, piling & burning. Native grass seed will be applied post-treatment. ODFW staff will burn residual piles and apply the grass seed, through in-kind time. ODF will also manage removal of 160 dead or dying hazard tree around homes for landowners. This will remove complex trees by a certified arborist on properties that are unable to have the MCFR or Wamic crew perform this task during their defensible space work, or on properties that only need hazard tree removal. In total, this project will treat 508 acres on public lands adjacent to the at-risk communities. This work will also slowly restore historic vegetation and forest conditions, providing future opportunities to apply prescribed fire.

Another piece of the cross-boundary nature of the proposed project includes roadside vegetation treatments within the project footprint. Between the Wasco Soil and Water Conservation District and Wamic RFPD, crews will remove fuel loading along 80 miles of roadside. In order to increase the effectiveness of these roadways as firebreaks and leverage them as opportunities to

stop wind-driven fires, vegetation management will include and extend beyond the public right of way onto private land. SWCD and Wamic RFPD have already worked with local landowners to obtain permission to do this work. Maps highlighting the targeted roads can be found in this grants supplemental materials: <https://tinyurl.com/49huka58>

- 1
4
- For the at-risk communities in these landscapes, funding for defensible space assistance and hazard tree mitigation is a major gap identified by partners and community members. Within the project footprint, 10% of families are living in poverty, 18.6% have disabilities, and 23.4% are over 65 years of age, indicating that these populations either lack the funds to pay for the work to be done or lack the physical capability to do it themselves (WildfireRisk.org, ACS) MCFR will employ a fuels crew to conduct defensible space and ladder fuel treatment around 260 homes on underserved private lands across the project area. Wamic RFPD will employ a fuels crew to conduct defensible space, ladder fuel removal and chipping around 175 homes within their district. They will also conduct roadside fuel break treatment through thinning and chipping/burning along 20 miles of county roads within their district, critical for establishing strategic locations to hold a fire. Additional assistance with hazard trees will be provided by ODF.

The proposed vegetation management pieces of this project treatment on public lands, roadside treatment, and defensible space around homes are directly reflective of the National Cohesive Strategy. Treatment on public lands will increase the wildfire resiliency of forested lands, as well as enhance wildlife habitat and recreation opportunities. Roadside treatment will reduce fuel near critical transportation and utility infrastructure (power lines are above ground and run along roadsides), reducing ignition risk and enhancing the safety of roads for evacuation and response. Defensible space work and direct assistance in these communities will decrease the likelihood of structure loss, especially for mobile homes (28.3% of homes in the project footprint are mobile homes). These strategies implemented together will significantly reduce the wildfire risk in these areas. The data gathering and educational activities also proposed in this project will ensure that these projects are being informed by conditions on the ground and that members of the community are able to access information and services.

Additional, complimentary project areas within the county that have been led by this collaborative, interagency group include several projects on the USFS MHN: the Rocky Restoration Project, Grasshopper Restoration Project, Gate Insect & Disease Project, and 27 Road Fuel Break Project. Funded projects include: USFS/NRCS - Central Wasco Joint Chiefs Project, 2020-23 (\$6,047,010 4823 acres- mastication, thinning, piling, burning), North Wasco Joint Chiefs Project, 2023-26 (Year 1: \$2,747,211 on 1413 acres; Full funding request of \$7,781,729 on 12,320 acres); NRCS EQIP East Cascades Forest Health Initiative CIS, 2017-21 (\$1,355,000 1300 acres thin, brush, masticate, burn), and Barlow CIS, 2022-26 (\$819,175 first 2 of 5 year program); USFS/ODF Good Neighbor Authority Agreement, 2017-current (\$786,258.88 920 acres - thin, brush, Rx line prep, masticate); ODF Forest Resilience Program Wasco County, 2021-22 (\$1,216,742 3000 acres - mastication, thin, brush, burn, road access, invasive treatment); ECOP, 2021-27 Oregon Watershed Enhancement Board Focused Investment Partnership (\$7,200,000 15,000 acres fuels reduction, oak release, invasive species treatment, Rx burning, pre/post monitoring plots); OSFM Community Wildfire Risk Reduction & Staffing grants, 2021-current (\$1,502,100 to Wasco County Fire Districts for increased suppression staffing & equipment, and funding for defensible space/HIZ mitigation work).

10 points. 8000 characters including spaces.

Clearly define how or if the project will sustain itself after the grant period is over. Describe any plans or steps that will be taken to continue the project benefits beyond the life of the grant as well as who or what organizations are responsible.

Project Sustainability

- 1
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- he group of partners committed to this work will continue long after the grant period is over. Wasco County is committed to sustaining the Wildfire Coordinator position after the grant period, and that position will continue to provide guidance and cohesion to integrated wildfire mitigation and planning efforts county-wide. Completed fuel mitigation projects will continue to inform county-wide risk assessments, as well as help guide the locations of additional forest treatment and resilience initiatives in the Mt Hood National Forest and neighboring lands. Oregon Department of Fish and Wildlife will also be working with partner agencies to develop a cross boundary Rx fire program that will aid in ongoing maintenance of these treated units into future years. Specific activities within this grant, such as the proposed hack and squirt treatment conducted prior to the mastication or cutting and piling activities, will have a significantly higher success rate over the long term and have broader benefits, including improved wildlife habitat. This large project also provides the framework upon which to build a comprehensive wildfire risk reduction program in Wasco County, modeled after Project Wildfire in Deschutes County and housed within the Wasco County Planning Department. Education and outreach messaging will expand access to direct service to highly vulnerable populations, including people with disabilities and residents of mobile homes, but it will also promote long-term behavior change and incentivize risk reduction and fire prevention. This project also helps position these communities to readily meet future defensible space code requirements, which will likely take effect in 2025 or 2026 in Oregon, with the guidance of their local fire districts and the Oregon State Fire Marshal.

10 points. 3000 characters including spaces.

Does this project benefit a low-income community as defined in the NOFO?

Please respond yes or no. Provide a description and web link to the verification source.

Does this project benefit a low-income community?

Yes, this project benefits several low-income communities.

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- Specifically, this project will benefit three communities that have median household incomes under 80% of Oregon's median household income of \$56,067. These communities include Maupin (median household income=\$47,500), Pine Grove (median household income=\$21,382), and Pine Hollow (median household income=\$49,700). (Source: U.S. Census Bureau. (2021). American Community Survey. Washington, DC. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/> 4100046500)

10 points. 3000 characters including spaces.

Has this community been impacted by a severe disaster within the previous 10 years? Please respond yes or no. Provide a description and web link to the verification source. Clearly demonstrate and document whether the project benefits a community that has been impacted by a severe disaster within the previous ten (10) years, and clearly exhibit how the severe disaster increased wildfire risk and/or hazard and was of a scale and scope to have had landscape impacts (please see full definition later in this NOFO). Note: simply listing a disaster will not suffice; you must explain how this disaster has impacted the community's wildfire risk and hazard (not all disasters will qualify for points if it cannot be shown they have influenced the community's risk or hazard).

Has this community been impacted by a severe disaster?

Climatological impacts such as drought, high winds, and severe winter weather have adversely affected the forested landscape in Wasco County. Overstocked stands have created stressors that allow for insect and disease infestations, which are severely impacting thousands of acres of federal, state, and private lands. Specifically, there is a vast swath of dead and dying timber stands within and adjacent to communities associated with the project footprint.

In 2019, the MHNH was designated as a National Priority Landscape, having met the 3 criteria for Landscape Scale Area Designations (declining forest health, at risk for increased tree mortality, and hazard trees which pose imminent risk to public infrastructure, health, or safety). These factors contribute greatly to the dense fuel load and extreme fire behavior seen during wildfire events and have caused damage, loss or destruction which significantly increases the risk and hazards as threatened by wildfires. Numerous emergency declarations have been filed at the County, State and Federal level in recent years.

Wasco Countys Board of Commissioners Drought Declarations include 2015 Resolution 15-003, 2020 Order 20-035, 2021 Order 21-032, 2022 Resolution 22-008, 2023 Resolution 23-003. Oregon Governors Office has declared several Drought Emergencies for Wasco County, including 2015 Executive Order #15-05, 2020 Executive Order #20-31, 2021 Executive Order #21-16, 2022 Executive Order #22-09, 2023 Executive Order #23-10.

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USDA FSA documents disasters that have affected Wasco County, through a Secretarial or Presidential Natural Disaster Declaration (SNDD/PNDD). Wasco County is directly listed due to Drought on the following declarations: 2020 SNDD (DIS-017, S4681); 2021 SNDD (DIS-043, S4927); 2022 SNDD (DIS-064, S5157); 2023 SNDD (DIS-081, S5417). Contiguously listings due to drought, severe winter storms, snowstorms, freeze, frost rain, straight-line winds, flooding, landslides, and/or mudslides: most recent declarations include 2021 PNDD (DIS-050, M4599); 2022 PNDD (DIS-066, M4650; DIS-069, M4650). Additional declarations: <https://tinyurl.com/49huka58>

Wildfires have had a devastating effect across Wasco County over the past decade. Several have been FEMA FMAG fires and had the Oregon Governors Conflagration declared. Specific wildfire events have caused the loss of life, homes, infrastructure, and property to communities across the county and leave ongoing fire risk on the landscape. FEMA fires between 2013-2022 include: Government Flats Complex (FM-5046-OR); South Valley Road Fire (FM-5265-OR); Mosier Creek Fire (FM-5327-OR); White River Fire (FM-5341-OR); Miller Road Fire (FM-5446-OR). Non-FEMA emergencies include the Rowena Fire, 2014 (FM-5073-OR); Substation Fire, 2018 (FM-5255-OR); Wildfires and Straight-Line Winds, 2020 (DR-4562-OR).

(Source: Federal Emergency Management Agency. (2023). Disaster Declarations Summary. As reported by the CWDG Data Tool, <https://wildfirerisk.org>

20 points. 3000 characters including spaces.

Please respond yes or no, if this project is located within an area identified as having high or very high wildfire hazard potential as defined by a state, regional, tribal, territorial, or national wildfire hazard potential assessment. Provide a description and web link to the verification source.

Does the project location have wildfire hazard potential?

Yes. Wasco County, OR meets the "wildfire hazard potential" criteria and has a higher wildfire risk to homes than 100% of counties in the state. (Source: Wildfire Risk to Communities. Scott JH, Gilbertson-Day JW, Moran C, Dillon GK, Short KC, & Vogler KC. (2020). Wildfire Risk to Communities: Spatial datasets of landscape-wide wildfire risk components for the United States. Fort Collins, CO: Forest Service Research Data Archive. Updated 25 November 2020. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/41065>)

WildfireRisk.org | UDA Forest Service:

Wamic: Very High Risk higher than 100% of communities in the U.S.

Tygh Valley: Very High Risk higher than 98% of communities in the U.S

Pine Hollow: Very High Risk - higher than 99% of communities in the U.S

Pine Grove: Very High Risk higher than 100% of communities in the U.S

Maupin: Very High Risk higher than 97% of communities in the U.S

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Exposure of human Communities to wildfire in the Pacific Northwest | Pyrologix, USDA Forest Service

At the request of the United States Forest Service Pacific Northwest Regional Office, Pyrologix assessed the exposure to wildfire of housing units within named human communities across the Pacific Northwest Region (Oregon and Washington). The purpose

of the assessment was to identify the communities most threatened by wildfire. The communities in the project footprint rank very high on the annual burn probability metric, indicating a very high burn probably and a heightened risk that structures will be impacted.

Mean annual burn probability (out of 377)

Wamic: 2 (2nd highest in the state)

Tygh Valley: 27

Pine Hollow: 3 (3rd highest in the state)

Pine Grove: 6

Maupin: 66

Source: https://pyrologix.com/wp-content/uploads/2019/11/RiskToCommunities_OR-WA_BriefingPaper.pdf

COUNTY OF WASCO

Unique Entity ID EMKLL2MZ2NH9	Certification Validity From: Mon Apr 01 11:00:44 EDT 2024	Purpose of Registration All Awards
CAGE/NCAGE 1N2A0	Certification Validity To: Tue Apr 01 11:00:44 EDT 2025	

Financial Assistance General Certifications and Representations

As the duly authorized representative of the COUNTY OF WASCO, I certify that COUNTY OF WASCO:

- (1) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability to ensure proper planning, management and completion of any financial assistance project covered by this Certifications and Representations document (See 2 C.F.R. § 200.113 Mandatory disclosures, 2 C.F.R. § 200.214 Suspension and debarment, OMB Guidance A- 129, "Policies for Federal Credit Programs and Non-Tax Receivables");
- (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 award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives (See 2 C.F.R. § 200.302 Financial Management and 2 C.F.R. § 200.303 Internal controls);
- (3) Will disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy (See 2 C.F.R. § 200.112 Conflict of interest);
- (4) Will comply with all limitations imposed by annual appropriations acts;
- (5) Will comply with the U.S. Constitution, all Federal laws, and relevant Executive guidance in promoting the freedom of speech and religious liberty in the administration of federally-funded programs (See 2 C.F.R. § 200.300 Statutory and national policy requirements and 2 C.F.R. § 200.303 Internal controls);
- (6) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and public policies governing financial assistance awards and any Federal financial assistance project covered by this certification document, including but not limited to:
 - (a) Trafficking Victims Protection Act (TVPA) of 2000, as amended, 22 U.S.C. § 7104(g);
 - (b) Drug Free Workplace, 41 U.S.C. § 8103;
 - (c) Protection from Reprisal of Disclosure of Certain Information, 41 U.S.C. § 4712;
 - (d) National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et seq.;
 - (e) Universal Identifier and System for Award Management, 2 C.F.R part 25;
 - (f) Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170;
 - (g) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. part 180;
 - (h) Civil Actions for False Claims Act, 31 U.S.C. § 3730;
 - (i) False Claims Act, 31 U.S.C. § 3729, 18 U.S.C. §§ 287 and 1001;
 - (j) Program Fraud and Civil Remedies Act, 31 U.S.C. § 3801 et seq.;
 - (k) Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.;
 - (l) Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.;
 - (m) Title VIII of the Civil Rights Act of 1968, 42 U.S.C. § 3601 et seq.;
 - (n) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq.;
 - (o) Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794; and.
 - (p) Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.

I have read each of the certifications and representations presented on this page. By submitting this certification, I, Shayla Maki, am attesting to the accuracy of the certifications and representations contained herein. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent COUNTY OF WASCO by providing false, fictitious, or fraudulent information to the U.S. Government.

(End of Provision)

EXHIBIT B

	Year 1	Year 2	Year 3	Year 4	Year 5	Total	Notes
Wasco County							
Wildfire Coordinator	\$85,260.00	\$87,391.00	\$90,013.00	\$92,713.00	\$95,494.00	\$543,971.00	Total Includes Coordinator and Overhead Lines
Overhead (Management)	\$18,620.00	\$18,620.00	\$18,620.00	\$18,620.00	\$18,620.00		
Fringe	\$27,800.00	\$27,810.00	\$27,820.00	\$27,870.00	\$27,891.00	\$139,191.00	
Travel	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$15,000.00	
Supplies	\$25,000.00	\$17,625.00	\$17,625.00	\$17,625.00	\$17,625.00	\$95,500.00	
Contractual	\$4,785.00	\$4,785.00	\$4,785.00	\$4,785.00	\$4,785.00	\$23,925.00	
Indirect Costs	\$16,353.00	\$16,352.00	\$16,351.00	\$16,351.00	\$16,351.00	\$81,758.00	
Total	\$180,818.00	\$175,583.00	\$178,214.00	\$180,964.00	\$183,766.00	\$899,345.00	
SWCD							
Contract work	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$181,078.00	\$981,078.00	
Materials and supplies	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$25,000.00	
Personnel	\$30,018.00	\$31,519.00	\$33,095.00	\$34,750.00	\$36,531.98	\$165,913.98	
Travel	\$3,480.00	\$3,480.00	\$3,480.00	\$3,480.00	\$3,480.00	\$17,400.00	
Total	\$238,498.00	\$239,999.00	\$241,575.00	\$243,230.00	\$226,089.98	\$1,189,391.98	
MCFR							
Defensible Space Cost	\$96,000.00	\$105,600.00	\$116,160.00	\$127,776.00	\$140,553.60	\$586,089.60	
Long Term Equipment	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$150,000.00	
Equipment - Fuel	\$11,340.00	\$12,474.00	\$13,721.40	\$15,093.54	\$16,602.89	\$69,231.83	
Supplies and Contractor	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$5,000.00	
Total	\$138,340.00	\$149,074.00	\$160,881.40	\$173,869.54	\$188,156.49	\$810,321.00	
Wamic							
Personnel (salary & benefits)	\$109,234.00	\$120,157.18	\$132,173.00	\$145,391.00	\$159,928.93	\$666,884.00	
Dump trailer	\$40,000.00					\$40,000.00	
Chipper	\$35,000.00					\$35,000.00	
Fuel	\$36,243.40	\$36,243.40	\$36,243.40	\$36,243.40	\$36,243.40	\$181,217.00	
Maintenance	\$8,400.00	\$8,400.00	\$8,400.00	\$8,400.00	\$8,400.00	\$42,000.00	
Battery Saws and Tools	\$8,000.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$13,000.00	
Total	\$236,877.40	\$166,050.58	\$178,066.40	\$191,284.40	\$205,822.33	\$978,101.00	

ODF

Project Coordinatic	\$8,473.20	\$8,473.20	\$8,473.20	\$8,473.20	\$8,473.20	\$42,366.00
Foresters x2	\$50,934.00	\$50,934.00	\$50,934.00	\$50,934.00	\$50,934.00	\$254,670.00
Technician	\$8,648.00	\$17,296.00	\$0.00	\$0.00	\$0.00	\$25,944.00
Fringe	\$38,757.60	\$38,757.60	\$38,757.60	\$38,757.60	\$38,757.60	\$193,788.00
Travel	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00	\$36,000.00
Supplies	\$2,000.00	\$500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
Contract Hack & Sq	\$0.00	\$129,200.00	\$129,200.00	\$0.00	\$0.00	\$258,400.00
Mastication/Thinni	\$111,760.00	\$111,760.00	\$111,760.00	\$111,760.00	\$111,760.00	\$558,800.00
Grass seed	\$0.00	\$0.00	\$0.00	\$0.00	\$7,112.00	\$7,112.00
Tree Removal	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$400,000.00
Indirect	\$36,792.80	\$36,792.80	\$36,792.80	\$36,792.80	\$36,792.80	\$183,964.00
Total	\$344,565.60	\$480,913.60	\$463,117.60	\$333,917.60	\$341,029.60	\$1,963,544.00

OSU Extension

Y1

Y2

Personnel	\$11,893.00	\$6,202.00				\$18,095.00
Travel	\$4,040.00	\$808.00				\$4,848.00
Supplies	\$3,400.00	\$2,700.00				\$6,100.00
Indirect	\$6,292.00	\$3,371.00				\$9,663.00
Total	\$25,625.00	\$13,081.00				\$38,706.00

Grant SWCD

Personnel	\$45,433.00	\$10,475.00				\$55,908.00
Travel Cost	\$1,346.00					\$1,346.00
Indirect	\$7,387.00	\$1,654.00				\$9,041.00
Total	\$54,166.00	\$12,129.00				\$66,295.00

Total non WC	\$1,038,072.00	\$1,061,247.18	\$1,043,640.40	\$942,301.54	\$961,098.40	\$5,046,358.98
Total All Up	\$1,218,890.00	\$1,236,830.18	\$1,221,854.40	\$1,123,265.54	\$1,144,864.40	\$5,945,703.98

EXHIBIT C

Community Wildfire Defense Grants Award Administration Guide for Grantees



**US Forest Service
State, Private & Tribal Forestry
Washington Office**

[Community Wildfire Defense Grant Program | US Forest Service \(usda.gov\)](https://www.usda.gov/programs/community-wildfire-defense-grant-program)

This guide addresses high level and general components of grants administration process for recipients/grantees. For general assistance or inquiries on your Community Wildfire Defense Grant award, contact your local Grants & Agreements office or Outreach and Partnership Engagement.

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Part I: Forest Service Awards

The Community Wildfire Defense Grant (CWDG) Award Administration Guide provides general guidance to US Forest Service (FS) policies regarding the award and administration of Domestic Grants (DG) and Cooperative Agreements (CA), commonly referred to as awards. Refer to [2 CFR § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements](#) for Federal Awards as they apply to Forest Service financial instruments. This guide addresses both high level and general components of the grant administration process for recipients who apply for federal financial assistance through the Forest Service. In instances where there is a discrepancy between this Award Administration Guide, or any previously mentioned statutory codes, the Forest Service policy and Federal Regulatory Code (2 CFR Part 200) maintain precedence.

This funding opportunity provides grants to at-risk communities to develop or revise a Community Wildfire Protection Plan (CWPP) and to carry out projects described in a CWPP that is less than 10 years old. CWDG prioritizes at-risk communities that are in an area identified as having high or very high wildfire hazard potential, are low-income, and/or have been impacted by a severe disaster.

CONTACT FOR FURTHER INFORMATION

For general questions related to this Award Administration Guide, please contact the following shared inbox sm.fs.usfs_cwdg@usda.gov. If you need assistance completing forms for your award, please contact OPEGA@usda.gov. For inquiries specific to a Forest Service award, contact the Grants and Agreements Specialist listed in the notification email or award instrument.

A. Grant Award Life Cycle

In general, once the Forest Service completes the application review process, the CWDG Award phase begins. The final award decisions rest solely in the hands of the Forest Service staff with fiduciary responsibility and legal authority to enter into a binding instrument, i.e., Domestic Grants (DG) and Cooperative Agreements (CA). Federal staff review and make award recommendations based on the programmatic and financial reviews of the applications. These recommendations are reviewed within a series of levels to ensure compliance with all prescribed regulatory language. After awards are publicly announced, applicants will be contacted to submit paperwork for review. Public award announcement does not guarantee an award will be received. Awards are dependent on review and compliance with all Federal Grant Regulations.

Award: After the review of all applications, the awarding agency makes award determination and sends out notifications of award.

Post Award (Award Administration): This phase begins with a successful applicant, known as grantee, awardee or recipient. This phase consists of grant implementation, monitoring and reporting. This guide primarily address this phase.

Close Out: Closeout is when the grant process ends. In order to complete a closeout, the award recipient, must submit the final financial and programmatic reports for Program Managers and other FS staff to review.

B. Notice of Award

All successful CWDG applicants that will be receiving direct awards from the Forest Service must complete and submit the following forms within 30 days of the announcement. Forms must be submitted to the regional CWDG program manager in order to move forward with the grant. SF-424 forms are located at [www.grants.gov](http://www.grants.gov/forms/forms-repository/sf-424-family) under forms www.grants.gov/forms/forms-repository/sf-424-family

SF-424 Application Form

SF-424A Budget Information Form
Scope of Work Narrative
Budget Narrative

Applicant's Negotiated Indirect Cost Rate Agreement (NICRA)

Financial Capability Questionnaire
Lobbying Form

Representation and Certifications Forms, if not completed in SAM.gov

Civil Rights Compliance Review Record – The Forest Service program manager will contact you and go over the questions.

Other AD forms if requested to complete are located here [Electronic Forms | USDA](#)

Once the final award decision is made, and all application forms and components are complete, the awarding agency sends the award document to the successful applicant for review and signature via email. The award package specifies key factors such as the award amount, applicable award provisions, performance measures, reporting requirements, etc. It is considered a formal, legally binding document. When you or your organization accepts the award (i.e., by signing the award instrument) you become legally obligated to carry out the full terms and conditions of the award. As an award recipient, you are also subject to federal statutory and regulatory requirements as outlined in the award instrument. Should you elect to not accept the terms and conditions of the award, the Forest Service should be notified.

Composition of a Forest Service Award

- **Federal award identification number**
- **Legal authority for issuing the award**
- **Principal recipient and Forest Service contacts**
- **System for Award Management (SAM) registration requirements**
- **How to submit invoicing for Federal funds**
- **How to submit for any needed modifications throughout the award life cycle**
- **Period of performance**
- **Recipient and Forest Service signatory officials**
- **Forest Service award provisions**
- **Sub-award information and requirements**
- **Equipment provisions if applicable**
- **Reporting requirements**
- **Award closeout requirements**
- **Administrative Federal Award Requirements ([2 CFR Chapter II](#))**
- **The proposal referenced in the award;**

Awards must be approved through signature by someone authorized to approve legal agreements for your organization. Acceptable signatures are either ink signature scanned and sent electronically or a digital signature which is an electronic signature based upon cryptographic methods of originator authentication, computed by using a set of rules and a set of parameters such that the identity of the signer and the integrity of the data can be verified.

C. Grant Periods

The Forest Service grant or cooperative agreement gives authority to the grantee to commit and expend funds for allowable costs in support of the project up to the amount specified in the grant. This action can be performed at any time during the grant performance period. Expenditures may not be charged prior to the start date without

prior approval from a program manager. The approval of pre-award costs, and the date that they are approved from, will be noted in the award instrument.

All funding agreements may be for a period of up to 5 years. All activities and expenses must be completed within the award period.

Grantees will be expected to implement and demonstrate measurable progress within twelve (12) months of the execution of the award.

Changes in a Grant Period of Performance

The performance period end date may be changed with an approved request on an SF-424 submitted by the recipient. The request may be submitted by email to the Forest Service principal program contact. When appropriate, the Forest Service Grants Management Specialist will issue a modification to extend the grant.

Grantees are cautioned not to make new commitments or incur new expenditures after the end date of the approved budget period until an approval for the extension is fully executed.

Part II: Grant Administration

The post award phase comprises a significant amount of work over the duration of the period of performance, which includes implementing the grant, reporting progress, and completing the closeout requirements. The federal agency that issues the award to you is also there to assist and ensure you and your organization complies with the grant terms and conditions.

D. Terms and Definitions

Advance Payment – Transfer of federal funds to grantee in advance of incurring the actual expense. Payments are made upon request for a predetermined payment period and funds must be fully disbursed prior to requesting another advance.

Disbursements/Outlays/Expenditures – means costs incurred by the grantee for a project or program for which a Forest Service award was received.

Grantee - means the organization or other entity that receives a grant and assumes legal and financial responsibility and accountability both for the awarded funds and for the performance of the grant-supported activity.

Grantee Obligations – means orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the grantee during the same or a future period.

Payments – means the funds transferred from Forest Service to the grantee by electronic funds transfer (Automated Clearing House (ACH)) and on some rare occasions by check or by wire for same day electronic funds transfer or international payments.

Pass-through entity (PTE) – means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

Sub-Award - an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient - an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a federal awarding agency.

Program Income - means gross income earned by the grantee that is directly generated by a supported activity or earned as a result of the grant during the period of performance. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under the grant, the sale of commodities or items fabricated under the grant, license fees and royalties on patents and copyrights, and principal and interest on loans made with grant funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the grant, program income does not include rebates, credits, discounts, and interest earned on any of them.

Suspension - means an action by the Forest Service that temporarily withholds Federal support of a project pending corrective action by the grantee or a decision by the Forest Service to terminate the grant.

Termination - means the ending of the Forest Service award, in whole or in part at any time prior to the planned end of the period of performance.

E. Monitoring Project Performance

Roles and Responsibilities

Grantees: The grantee has full responsibility for the conduct of the project or activity supported under a Forest Service grant and for the results achieved. All grantees should monitor the performance of the project to assure adherence to performance goals, time schedules or other requirements as appropriate to the project or the terms and conditions of the grant. To carry out these responsibilities, each grantee organization shall agree to comply with the applicable Federal requirements for grants and to the prudent management of all expenditures and actions affecting the grant. Documentation for each expenditure or action affecting the grant shall reflect appropriate organizational reviews or approvals, which should be made in advance of the action. Organizational reviews are intended to help assure that expenditures are allowable, necessary, and reasonable for the conduct of the project, and that the proposed action:

- is consistent with grant terms and conditions.
- is consistent with Forest Service and grantee policies.
- represents effective utilization of resources; and
- does not constitute changes in objectives or scope.

Forest Service Program Managers (PM): A PM may conduct a review on behalf of the agency. They can review project accomplishments, grantee management control systems and administration and management of the grant and to provide technical assistance as may be required. If any site visit is made by the Forest Service on the premises of the grantee or a subrecipient under a grant, the grantee shall provide and shall require its subrecipients to provide all reasonable facilities and assistance for the safety and convenience of the Forest Service representatives. PMs are generally responsible with the following:

- Monitoring of financial and performance standards
- Evaluating project data to ensure compliance with the grant agreement.
- Completing desk audits or site visits as needed.
- Reviewing invoices (SF-270) for accuracy and approval of payments
- Monitoring financial capability
- Maintain an ongoing, periodic assessment of current and cumulative project activities for all their grants and agreements.

Grants Management Specialist (GMS):

- Assist the PM as needed to provide direction regarding equipment justification, purchase, reporting, and disposition.
- Ensuring that any required forms are completed and placed in the official files.
- Upon disposition of equipment, the GMS follow the collection process through to completion in financial systems.

Notwithstanding these responsibilities, Forest Service continues to encourage communication between grantees, PMs, and GMS on the progress of projects supported by Forest Service as well as on project changes.

F. Changes & Prior Approval

Budget Revisions

The Forest Service understands the need for flexibility in adhering to the proposal budget and allow for changes in various line items, provided such changes do not affect the scope of work. This means that actual expenditures in many budget categories may vary from the original proposal. However, there may be limitations on shifts into or out of certain expense categories; may not allow any single expense category to be “overdrawn;” or may limit the budget changes to a certain dollar amount or percentage. Because rebudgeting could be a key or significant change, prior approval is needed. Prior approval should generally be requested in the following instances:

- If the rebudgeting will involve moving substantial sums into or out of a budget category in excess of 10% of the total budget
- If the rebudgeting will involve creating a new budget line item that did not exist in the original budget
- If the rebudgeting will result in a change in the scope of work regardless of the dollar amount being re-

budgeted.

- Significant changes from what was originally proposed and approved always require notification and/or approval from the appropriate Forest Service official (i.e., PM, GMS). Grantees are advised to contact the appropriate Forest Service official as soon as possible in the following situations: changes in objectives or scope, changes in methodology, and significant changes, delays or events of unusual interest.

The request must be signed and submitted, and Forest Service authorization will be indicated by a modification to the grant signed by the GMS, recipient authorized representative and the Forest Service signatory official.

Key Personnel

Grantee must request approval for a change in Key Personnel identified in the grant award. The regulation defines a change in Key Personnel as the replacement or change in status (such as an absence for any continuous period of 3 months or more, or a significant reduction of time devoted from the level in the approved application.

Cost Sharing

Most Forest Service awards of Federal Financial Assistance require a cost share or match. The terms are used interchangeably. Cost sharing or matching means the portion of project costs not paid by Federal funds. Match may be comprised of an organization's cost for salary, travel, materials and supplies, and even indirect costs. Match can be contributed through employees paid by another non-Federal organization or volunteers working to accomplish the project. Cost sharing or matching is addressed in detail in the OMB grant regulations in [2 CFR 200, specifically §200.306](#) goes into detail about the requirements for match.

There are two kinds of matching/cost-share: cash and third-party in-kind. Cash includes cash spent for project-related costs. The allowable cash match must include costs that are necessary, reasonable, and allowable (further explained below) under the federal program.

Matching and cost share funds must meet requirements in 2 CFR 200. Matching funds generally have the same restrictions as federal funds and must be directly tied to the project where federal funds are committed through the instrument. These funds must follow the guidelines in [§200.306](#) in that matching funds are verifiable, necessary, reasonable, allowable, and not paid by other federal funds. If, for example, a conference is unallowable under the grant award that has matching requirements, then grantees would not be able to use costs for a conference as part of the matching funds. The expense generally must be allowable with federal funds for it to be allowable with matching or cost share funds.

Third Party In-Kind includes, but is not limited to, the valuation of non-cash contributions provided by a third party. An in-kind match may be in the form of services, supplies, real property, and equipment. The value of the service may be used for the matching requirements, if the services are necessary, reasonable, and allowable under that federal program. Grantees are allowed to use unrecovered indirect costs for matching or cost sharing requirements; however, this requires prior approval. Third-party in-kind matching—such as supplies, equipment, or space—the value must not exceed the fair market value at the time of the donation.

Grantees are required to maintain records, which clearly show the source, amount, and timing for all matched contributions. While grantees are not required to submit their supporting documentation to the Forest Service, their records must be available in the event of an audit or site visit in accordance with [§200.334](#).

Match Waiver: In accordance with the Infrastructure Investment & Jobs Act Public Law 117-58, grantees must provide a match calculated as a percent of the total combined project cost that includes both the federal funds to be spent on the project as well as the match provided by the grantee. The amount of match required varies based on whether the project is for creation of a Community Wildfire Protection Plan (CWPP) or if the project is for work covered within a CWPP that is less than 10 years old. Projects that create a develop a CWPP plan require 10% cost share match of the total project cost. Projects that carry out work under an existing CWPP require a 25% cost share match of the total project cost. **Match may be waived for projects that benefit underserved communities according to the Notice of Funding Opportunity (NOFO).**

All work must be tracked at the level that designates disadvantaged communities. Applicants receiving

match waiver approval that pass-through funding (sub-award) for work in disadvantaged communities must pass the match waiver to sub-awardees performing the work.

While the pace of federal expenditures and cost sharing/matching may vary throughout the award period, the agency will actively monitor expenditure rates and cost sharing/matching levels as it receives payment requests to ensure the total cost sharing/matching requirement is met by the award period of performance end date. Additional details about cost sharing or matching funds/contributions are located at [2 CFR 200.306](#).

Reporting Requirements

The Forest Service requires project reports for all assistance awards through various programmatic and financial reporting procedures. These reports also provide Forest Service program officials with information on the progress of supported projects and the way these funds are used, maintain transparency, and prevent fraud and abuse. Information in these reports may be made available to the public through the Freedom of Information Act (FOIA).

Types of Reporting

Financial Reporting:

Standard Form SF-425 must be used for financial reporting.

The submission of an interim SF-425 must be submitted on a quarterly basis. A final SF-425 must be submitted at the completion of the award. The following reporting period end dates will be used: March 31st, June 30th, September 30th and December 31st. For final SF-425s, the reporting period end date must be the end date of the project or grant period (see table below). Quarterly interim reports must be submitted no later than 30 days after the end of each reporting period. Final reports will be submitted no later than 120 days after the project or grant period end date. Timely submittal of financial and performance reports for each grant as indicated in your award agreement will be required.

Performance Reporting:

Performance reports should highlight direct quantitative and qualitative investment activities and outcomes and include success stories and photographs that illustrate these. If a justified request is submitted by a recipient, the Program Manager may extend the due date for any performance report.

Optional Project Performance Report, FS-1500-23, may be used for progress reporting. Alternatively, the recipient may utilize reporting templates provided by the Regional Grants Management Specialist or Program Manager to fulfill the progress reporting requirement of the agreement provided the information includes:

- Recipient's name
- Federal Identifier Number
- Reporting period
- Written, narrative summary of project progress including quantitative and qualitative data and success stories, photos, etc. that illustrate performance progress,

If the recipient fails to provide a performance report, or performance report reveal significantly delays or problems, Forest Service may be required to take additional action, such as taking steps to obtain additional information, suspend the grant, or withhold payments until the required reports are obtained.

Reporting Frequency and forms

For Federal financial assistance in the Community Wildfire Defense Grant Program, the following forms and reporting schedules are indicated in the table below.

Report Due	Form Required	Frequency	Due Date
Advance/Reimbursement Request	SF-270	Monthly-Quarterly	
Financial Report	SF-425	Quarterly	4/30, 7/30 10/30 & 1/30
Performance Report	<i>Not specified or optional FOREST SERVICE-1500-23</i>	Annually	1/30
Final Report	SF-425	Once per grant period	120 days after Period of Performance Ends

Final Performance Report

The Final Performance Report should address progress in all activities of the project. This report is cumulative; it is the last annual report of the project and covers the entire grant period. You may send a Final Performance Report to your PM for review before officially submitting it. Unless otherwise specified in the award, the final performance report should be submitted electronically no later than 120 days following expiration of the grant. The report becomes overdue the day after the 120-day period ends.

Final Financial Report

A Federal Financial Report, SF-425, is due at the above schedule per the award. We recommend that grant match is documented in each financial report. The Final Financial Report should cover the entire grant period. Unless otherwise specified in the award, the Final Financial Report should be submitted electronically no later than 120 days following expiration of the grant. The report becomes overdue the day after the 120-day period ends.

G. Grant Closeout

Grant closeout is the process by which the Forest Service determines that all applicable administrative actions and all required work of the grant have been completed. The close out amount will be based on the costs recorded at that time.

Grantee shall, no later than 120 calendar days after the end date of the period of performance (Grant Expiration), submit all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity may approve extensions when requested and justified by the non-Federal entity, as applicable.

In addition, grantee must promptly refund any balances of unobligated cash that the Federal awarding agency or pass-through entity paid in advance or paid and that are not authorized to be retained by the non-Federal entity for use in other projects. See § 200.346, for requirements regarding unreturned amounts that become delinquent debts.

Grantee must account for any equipment and personal property acquired with Federal funds or received from the Federal Government in accordance with [2 CFR 200 Subpart D](#).

H. Record Retention and Audit

Per [2 CFR § 200.334](#), Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not

impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

Part III - Financial Requirements and Payments

The acceptance of an award from the Forest Service creates a legal duty on the part of the grantee organization to use the funds or property made available in accordance with the terms and conditions of the award. Payments may be made in advance of work performed or as a reimbursement for work performed and/or costs incurred by the grantee. Payments, however, may not be made in advance of an award being executed between the parties.

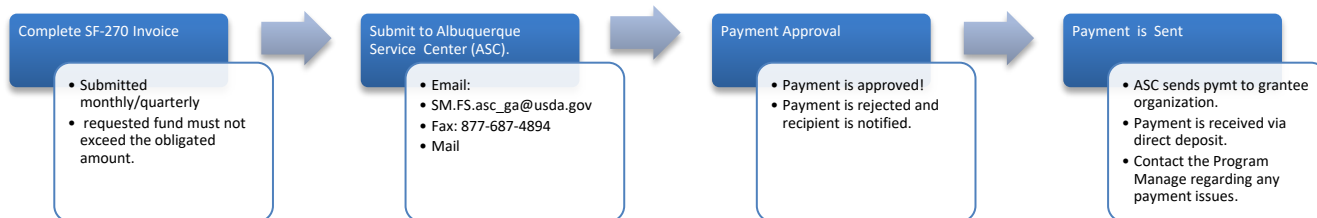
The Forest Service has a reversionary interest in the unused balance of advance payments, in any funds improperly applied (whether or not received as an advance payment).

Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. To approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service. The Program Manager reserves the right to request additional information prior to approving a payment.

All Forest Service grantees are required to have financial management systems that meet the requirements of [2 CFR § 200.302](#).

Payment Process



Request for Advance

Grantees may submit requests for advances monthly and are authorized to receive payments from the Forest Service in advance of costs incurred provided that the following conditions exist:

- Funds for the project period have been obligated by a Grants & Agreements Specialist in the form of an electronically signed grant.
- The grantee has established written procedures that will minimize the time elapsing between the transfer of funds from the US Treasury and their disbursement by the grantee; and
- The grantee's financial management system meets the standards for fund control and accountability prescribed in [2 CFR § 200.302](#).

- Grantees shall maintain advances of Forest Service funds in interest bearing accounts as specified in the award.

Grantee Banking Information for Payments

The System for Award Management (SAM) is the Forest Service system of record for organizational financial information. Once a grant is awarded, the grantee must ensure that their banking information is up to date in sam.gov. Failure to maintain current and complete financial information within SAM could prevent the grantee from receiving funds.

Part IV: Grantee Standards

2 CFR § 200 prescribes three separate sets of standards related to the financial and program management of Federal grants, each governing a different area: financial management, property management, and procurement management.

I. Financial Management Systems Standards

Recipients are required to meet the standards and requirements for financial management systems set forth or referenced in 2 CFR Part 200.302, as applicable. The standards and requirements for a financial management system are essential to the grant relationship.

Recipients must have in place accounting and internal control systems that provide for appropriate monitoring of grant accounts to ensure that obligations and expenditures are reasonable, allocable, and allowable. Internal controls in accounting are procedures that are put in place within an organization to ensure business is carried out in an orderly, effective, and accurate manner. In addition, the systems must be able to identify large unobligated balances, accelerated expenditures, inappropriate cost transfers, and other inappropriate obligation and expenditure of funds.

J. Property Management Standards

[2 CFR §§ 200.310-316](#) prescribe standards for managing and disposing equipment purchased with grant funding. State governments will use, manage, and dispose of equipment acquired under a grant in accordance with state laws and procedures as specified in.

Equipment

Equipment purchases are rarely approved and will be reviewed prior to grant award. Equipment rental or short-term leasing within the grant period should be considered as an alternative. Equipment is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Equipment can only be purchased with Federal funds with written approval of Federal Awarding agency ([2 CFR 200.439](#)). Instructions for how to handle equipment purchased can be found in [2 CFR 200.313](#). In addition, review the award carefully to address any additional equipment requirements. Below is a synopsis to give you a broad understanding, it is recommended to carefully review the entire equipment section referenced in 2 CFR 200.

- Must get written prior approval to purchase.
- The Title will Vest upon acquisition with the Non-Federal entity.
- The equipment must be properly used and disposed of.
- Equipment must be used in the program or project for which it was acquired.
- Very Detailed records must be kept of the Equipment and damage, or loss must be investigated.
- Must be maintained.
- When no longer needed the equipment must be disposed of according to awarding agency.

General Purpose Equipment

Expenditures for general purpose equipment are typically not available for support.

Equipment Usage

The equipment must remain in use for the specific project for which it was obtained in accordance with [2 CFR § 200.313](#) unless the provision in 2 CFR § 200.313(c)(4) applies.

Equipment Sharing

The equipment must be shared on other projects or programs in accordance with 2 CFR § 200.313(c)(1).

Property Management Standards

The grantee shall maintain a property management system which, at a minimum, meets the requirements of 2 CFR § 200.313(d).

Competition

In accordance with 2 CFR § 200.313(c)(3), grantees shall not use equipment acquired with Federal funds to provide services to non-Federal outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by statute, for as long as the Federal Government retains an interest in the equipment.

K. Procurement Standards

Recipients may acquire a variety of goods or services in connection with a grant-supported project, ranging from those that are routinely purchased goods or services to those that involve substantive programmatic work. States may follow the same policies and procedures they use for procurements from non-Federal funds and ensure that every purchase order or other contract includes any clauses required by [2 CFR Part 200.327](#). All other recipients must follow the requirements in 2 CFR Part 200.317 through 200.327 and the purchase of goods or services through contracts under grants, as applicable.

Part V: Allowability of Costs

Uniform Guidance is a government-wide framework for grants management. It is an authoritative set of rules and requirements for Federal awards, including post-award administration. [Code of Federal Regulations \(CFR\) – Chapter II, Part 200](#) covers Grants and Agreements. You will see Subpart A-F; [Subpart E addresses cost principles](#) that might be beneficial to review while administering your grant.

L. Basic Considerations

Allowable

The cost must be allowable under [2 CFR 200 Section E](#) – Cost Principles. Keep in mind that for a cost to be considered allowable, it must also be included in the approved budget/budget breakdown for the grant. This means that the program manager is knowledgeable about the cost and approves. Costs expressly unallowable or mutually agreed to be unallowable should be identified and excluded from any billing, claim, application, or proposal related to the award. Inclusion of an unallowable cost in a proposal does not make the cost allowable. Adding a justification to an unallowable cost in a proposal also does not make the cost allowable.

Allocable

The cost must be able to be properly allocated to the grant. Is this a portion of a larger cost incurred to the recipient organization? Does it benefit the Award and/or other funding sources? Can it be distributed to all benefited funding sources using reasonable methods? Does the basis for allocating the cost represent a reasonable estimation of the benefit provided to the Award objectives? There must be a methodology in place to demonstrate how the costs were allocated to the grant and other cost centers of the recipient. Proper allocation of costs that benefit the entire operation of the recipient is usually accomplished through an indirect rate (NICRA or de minimis).

Reasonable

A cost is considered reasonable if the nature of the goods or services, and the price paid for the goods or services, reflects the action that a prudent person would have taken given the prevailing circumstances at the time the decision to incur the cost was made. To determine if a cost is reasonable, ask the following questions: Is the cost necessary for the performance of the award?

Does incurring this cost violate the restraints or requirements imposed by federal and state laws and regulations, or the award's terms and conditions?

Is the price of the goods or services comparable from multiple vendors/sources that have no vested interest or relationship to the award or to the person involved in the purchase?

Have the individuals incurring this cost acted with due prudence (discretion and good sense) in the circumstances? Have they considered their responsibilities to the institution, its employees and students, the federal government, and the public at large?

Were the actions that were taken in respect to incurring the cost consistent with established institutional policies and practices applicable to the awards?

Consistent

Costs must be treated consistently and applied uniformly to all recipient programs whether federally funded or not. All costs incurred for the same purpose and in like circumstances must be treated uniformly either as direct costs or as indirect (facilities and administrative or F&A) costs. Since certain costs, such as administrative salaries and office supplies, are normally treated as F&A costs, these costs cannot be charged directly to federal awards unless the circumstances of an award are clearly different from the normal operations of the unit. If a rate methodology is selected for valuing volunteers, the same methodology must be used consistently throughout.

Volunteer Time

For volunteer services, the rates must be consistent with the rates normally paid for similar work in the organization. If an employee from another organization conducts services free of charge, the services should be valued at that employee's regular rate of pay, in addition to their fringe benefits and allowable indirect costs. There are online resources to help you determine the value of volunteer time, such as:

<https://independentsector.org/resource/value-of-volunteer-time/>. It is important to maintain a record for tracking and reporting volunteer time and services.

The following uses the basic considerations applicable under volunteer time:

- **Allowable:** is the work that's being performed allowable? Volunteers and staff time are generally allowable, but the work being performed must also be considered. If they are fundraising for the recipient organization, that is not an allowable expense, and that time or cost may not be used as match.
- **Allocable:** is the volunteer working on only the grant funded project or are they working on a number of different projects for the recipient organization. If so, what is the methodology to allocate the hours to each project and is it documented?
- **Reasonable:** There are several different organizations that provide rates for volunteers. The recipient organization must decide if the rate is reasonable for the work performed in their area. If the organization were paying for the work rather than valuing the hours, is that a rate they would pay? Does it track with the actual costs for the recipient organization? For example, if staff members work on a project side by side with volunteers are their rates consistent? Or is the staff member cost (wages and fringe) \$16/hour and the volunteer valued at \$23.25/hour for the performance of similar work? There can be disparity, but the reasonableness and basis of the rates must be considered and documented.
- **Consistent:** Are the values for volunteers used consistently on both the federal award and other work? A recipient organization should pick a methodology and stick to it unless there's compelling and documented reason for change.

Volunteers that are not paid by any party for their services. These volunteers are performing work in support of a grant funded project or program: A good example of this type of volunteer might be community members that volunteer to plant trees in a city park on a Saturday morning. They show up with their shovels ready to go to work. To document the volunteer time, there must be a sign-in sheet that includes the time each volunteer spent working on the project. A good source for reasonable, documented rates for volunteers may be found at the Bureau of Labor and Statistics website at [U.S. Bureau of Labor Statistics \(bls.gov\)](https://www.bls.gov/). Another source is [Value of Volunteer Time Report | Independent Sector Resources](#). A copy of the document showing the rate should be placed in the file. Children may not be included as volunteers.

Employees of another organization

Employees of organizations like non-profits or local governments that are working on the grant funded project or program may be counted as third-party in-kind or categorized as subrecipients, depending on the relationship with the organization. In this case, the time spent must follow the regulations above and be recorded in the same manner as salaries and wages would be recorded for reimbursement. Simply put, an employee's time must be recorded on some manner of timesheet or system to reflect all of their time worked and break out the actual time spent on the grant funded project. See §200.430(i) (1). The actual cost of these employees, including fringe, may be used as cost share or match.

Other Considerations

Pre-Award (Pre-Start Date) Costs

Grantees may incur allowable pre-award costs within the 90-day period immediately preceding the start date of the grant providing:

Forest Service approval of a request for pre-award costs is documented in accordance with the grantee's

procedures.

Pre-award expenditures are made at the grantee's risk. Grantee authority to approve pre-award costs does not impose an obligation on the Forest Service: (1) in the absence of appropriations; (2) if an award is not subsequently made; or (3) if an award is made for a lesser amount than the grantee anticipated.

Requests for pre-award costs for periods exceeding 90 days must be submitted to the Forest Service. Pre-award expenditures prior to funding of an increment within a continuing grant are not subject to this limitation or approval requirement but are subject to paragraph (ii) above.

Post-End Date Costs

Forest Service funds may not be expended subsequent to the end date of the grant, except to liquidate valid commitments that were made on or before the end date, e.g., commitment of project funds for subrecipient or contractor for services rendered during that award period but not billed to the grantee until after the grant expired. Generally, the costs of equipment or materials and supplies ordered after the end date, may not be charged to the project.

In addition, the grantee typically should not purchase items of equipment, computing devices, or restock materials and supplies in anticipation of grant expiration where there is little, or no time left for such items to be utilized in the actual conduct of the research.

Prior Written Approvals

The funding of items identified in the Forest Service award budget constitutes authorization for the grantee to incur these costs, provided there is not a specific limitation in the grant language and the costs are otherwise allowable, allocable, and reasonable in accordance with the cost principles contained in 2 CFR § 200, Subpart E. If required in furtherance of the project, the grantee is authorized to transfer funds from one budget category to another for allowable expenditures. Grantees should refer to the applicable grant terms and conditions referenced in the grant.

M. Direct Costs

Compensation - Personal Services

Salaries and Wages

Compensation paid or accrued by the organization for employees working on the FOREST SERVICE-supported project during the grant period is allowable, in accordance with [2 CFR § 200.430](#).

Fringe Benefits

If the recipient's usual accounting practices provide that its contributions to employee benefits (leave, employee insurance, social security, retirement, other payroll-related taxes, etc.) be treated as direct costs, grant funds may be requested to fund fringe benefits as a direct cost. These are typically determined by application of a calculated fringe benefit rate for a particular class of employee (full time or part-time) applied to the salaries and wages requested. They also may be paid based on actual costs for individual employees, if that institutional policy has been approved by the cognizant federal agency.

Fringe benefits that are not accrued but are charged as direct costs and incurred under "pay as you go plans" may be subject to reasonableness determination where the benefits are earned under other work and charged to the last activity the employee was working on. This is of particular concern for large lump sum payments for leave, disability, pregnancy or other employee fringe benefits. See [2 CFR § 200.431](#) for the definition and allowability of fringe benefits.

Administrative and Clerical Salaries & Wages

In accordance with [2 CFR § 200.413](#), the salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these may be appropriate only if all the conditions identified below are met:

- Administrative or clerical services are integral to a project or activity.
- Individuals involved can be specifically identified with the project or activity.
- Such costs are explicitly included in the approved budget or have the prior written approval of the Forest Service; and
- The costs are not also recovered as indirect costs.

Federal Employees

Employees of the Federal government (other than Forest Service) may be utilized as lecturers or staff members on a project and may receive compensation and/or expenses if they obtain prior approval from their agencies to participate, and if services to the project are performed outside their regular working hours or while they are on leave status from official duties. Under no circumstances may Forest Service employees receive compensation from an Forest Service-supported project.

N. Other Direct Costs

Other costs are listed in the “other” line h on the SF-424a form and all items under that category must be itemized in an attached financial plan.

News Release Costs

Costs of communicating with the public and press to announce the results and accomplishments of a Forest Service supported project are allowable. Grantees should be aware of the restrictions on advertising, organizational promotion, and lobbying costs as outlined in the applicable cost principles. See [2 CFR § 200.421](#) for additional information on advertising and public relations.

Rental or Lease of Facilities or Special Purpose Equipment

On occasion, it may be necessary to use facilities or equipment not under the control of the grantee. See [2 CFR § 200.465](#) for additional information on rental costs of real property and equipment.

Temporary Dependent Care Travel Costs

Temporary dependent care costs (a dependent is defined in 26 U.S.C. 152) above and beyond regular dependent care that directly results from travel to conferences are allowable costs provided that the costs are:

- a direct result of the individual’s travel for the FOREST SERVICE conference award;
- consistent with the awardee’s documented travel policy for all employee travel; and
- only temporary during the travel period.

See [2 CFR § 200.474](#) for additional information on travel costs.

O. Indirect Costs

Grantees are entitled to reimbursement from grant funds for indirect costs allocable to the Forest Service share of allowable direct costs of a project. Forest Service program staff are not authorized to negotiate indirect costs as a discrete item of a proposal budget. Forest Service program staff also are not authorized to suggest or request that grantee seek reductions or waivers of indirect costs.

The awarded indirect cost rate is generally based upon a grantee’s current Federally Negotiated Indirect Cost Rate Agreement (NICRA). When establishing an indirect rate for an award where the domestic grantee does not

have a current negotiated rate agreement, the grantee may use the de minimis indirect rate of 10% of Modified Total Direct Costs (MTDC). Supporting documentation is not required for organizations that request a *de minimis* rate of 10% (or less) of modified total direct costs. Since some types of rates limit indirect cost recoveries and require adjustments, grantees receiving awards should ensure that they understand the type of indirect cost rate, the applicable base and the type of rate used in the grant.

Forest Service Cognizant Organizations

If the Forest Service is your cognizant Agency and you need to obtain a NICRA, please visit the Resource Audit branch (RAB) [Audit and Assurance Staff | US Forest Service \(usda.gov\)](#). Refer to the Appendix for the Forest Service NICRA application that you may be required to submit. Please contact the RAB before filling out the form.

Part VI: Other Post Award Requirements and Considerations

P. Common Federal Statutes

Non-Discrimination Statutes

A number of statutes bar recipients of Federal financial assistance from excluding persons, because of their race, color, national origin, disability, sex, or age, from participation in Federally supported activities. These include Title VI of the Civil Rights Act of 1964 (barring discrimination on grounds of race, color, or national origin); Section 504 of the Rehabilitation Act of 1973 (barring discrimination against qualified individuals with disabilities); Title IX of the Educational Amendments of 1972 (barring sex discrimination in Federally assisted education programs or activities); and the Age Discrimination Act of 1975 (barring discrimination on the grounds of age). In addition to statutory prohibitions, Executive Order (E.O.) 11246 bars various types of discriminatory employment practices under grants for construction, and E.O. 13166 "Improving Access to Services for Persons with Limited English Proficiency" requires government agencies to take steps to provide meaningful access to its programs and activities to members of the public who are limited in their English proficiency (LEP).

Title VI of the Civil Rights Act of 1964

Section 602 of the Civil Rights Act of 1964 (42 USC § 2000d, et seq.) provides that no person in the US shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Section 602 requires that each Government agency which is empowered to extend such financial assistance issue rules or regulations implementing Title VI with respect to such programs or activities administered by the agency.

Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794) provides that "no otherwise qualified individual with a disability in the United States...shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Before any organization serves as a subrecipient on an Forest Service grant (for other than the purchase of commercially available materials and supplies, equipment or general support services), it must first file an Assurance of Compliance with the grantee.

Section 504 Certification - Subrecipients

In lieu of requiring grantees to obtain separate certifications from subrecipients receiving financial assistance under an Forest Service grant, grantees will include in all subawards (for other than the purchase of commercially available materials and supplies, equipment or general support services), a certification of compliance comparable to that included in Forest Service grants.

Title IX of the Education Amendments of 1972 (Sex Discrimination)

Subject to certain exceptions regarding admission policies at certain religious and military organizations, Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1686) prohibits the exclusion of persons on the basis of sex from any education program or activity receiving Federal financial assistance. All Forest Service grantees must comply with Title IX.

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.), provides that pursuant to regulations issued by DHHS "no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial

assistance.”

Equal Employment Opportunity under E.O. 11246

E.O. 11246, as amended, requires contractors and subcontractors performing Federally assisted construction projects to provide equal opportunity, without regard to race, color, religion, sex or national origin, to persons employed or seeking employment with them. This E.O. may apply to some Forest Service grants for construction.

Limited English Proficiency (LEP) under E.O. 13166

E.O. 13166 requires government agencies to take steps to provide meaningful access to its programs and activities to members of the public who are limited in their English proficiency (LEP). The primary purpose of the E.O., in regard to Federally assisted and conducted programs, is to ensure that people for whom English is not a first language, people who may be said to be “limited” in their English proficiency, may still enjoy meaningful access to the programs and services offered by Federal agencies.

Q. Suspension and Termination Procedures

A grant may be suspended or terminated in whole or in part in pursuant to [2 CFR 200.340](#) this includes:

- If the grantee fails to comply with the terms and conditions of the grant.
- to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities.
- mutual agreement of Forest Service and the grantee; or
- the grantee on written notice to F Forest Service setting forth the reasons for such action, the effective date, and, in the case of partial termination, the portion to be terminated or suspended (with the understanding that if Forest Service determines that the unterminated portion will not accomplish the purposes of the grant it may suspend or terminate the entire grant).

Normally, action by Forest Service to suspend or terminate a grant will be taken only after the grantee has been informed by the Forest Service of the proposed action or informed of any deficiency on its part and given an opportunity to correct it. Forest Service, however, may immediately suspend or terminate a grant without notice when it believes such action is reasonable to protect the interests of the government.

No costs incurred during a suspension period or after the effective date of a termination will be allowable, except those costs which, in the opinion of Forest Service the grantee could not reasonably avoid or eliminate, or which were otherwise authorized by the suspension or termination notice, provided such costs would otherwise be allowable under the terms of the grant and the governing cost principles.

Within 30 days of the termination date the grantee will furnish a summary of progress under the grant and an itemized accounting of costs incurred prior to the termination date or pursuant to (iii) above. Final allowable costs under a termination settlement shall be in accordance with the terms of the grant, including this section, and the governing cost principles, giving due consideration to the progress under the grant. In no event will the total of Forest Service payments under a terminated grant exceed the grant amount or the Forest Service pro rata share when cost sharing was anticipated, whichever is less. A notice of termination other than by mutual agreement and/or the final settlement amount may be subject to review F Forest Service will report award terminations to the OMB-designated integrity and performance system in accordance with Federal regulation, but only after the grantee has had an opportunity to exhaust the review procedures.

Procedures for Suspension or Termination by Forest Service

When it is believed that a grantee has failed to comply with one or more of the terms and conditions of a grant, the Forest Service Grants & Agreements Specialist will normally advise the grantee in writing of the nature of the

problem and that failure to correct the deficiency may result in suspension or termination of the grant. The grantee will be requested to respond in writing within 30 calendar days of the date of such letter, describing the action taken or the plan designed to correct the deficiency. Copies of such correspondence will be furnished to the grantee and to the cognizant Forest Service Program Officer. Forest Service, however, may immediately suspend or terminate a grant without notice when it believes such action is reasonable to protect the interests of the government.

If a satisfactory response is not received within the above period, the Forest Service Grants & Agreements Specialist may issue a notice immediately suspending authority to further obligate grant funds, in whole or in part. Notice of suspension is sent to the Authorized Organizational Representative, with a copy to the PI/PD. Within Forest Service, copies are furnished to the Forest Service E Division of Financial Management and to the cognizant Forest Service Program Officer. The notice will set forth the terms of the suspension and its effective date.

Normally, the suspension will remain in effect for a maximum of 60 days to allow the grantee to take corrective action. In the event that the deficiency is not corrected to the satisfaction of Forest Service the Forest Service Grants & Agreements Specialist may issue a notice of termination, addressed as in b., above. The notice will set forth the reasons for the action and its effective date.

The Forest Service reserves the right to terminate the award and de-obligate award funds when the grantee fails to demonstrate satisfactory performance and timely completion of project activities, or when financial and performance standards are non-compliant with the grant agreement.