

# Council Business Meeting

Date: November 7, 2023

<b>Agenda Item</b>	Special Procurement Request for Approval for Contract to Lomakatsi Restoration Project	
<b>From</b>	Chris Chambers	Forestry Officer
<b>Contact</b>	<a href="mailto:Chris.chambers@ashland.or.us">Chris.chambers@ashland.or.us</a> (541) 552-2066	

## **SUMMARY**

The Fire Department is seeking approval of a Special Procurement to Lomakatsi Restoration Project (LRP) to implement wildfire safety and forestry work on municipal lands governed by the Ashland Forest Plan. Lomakatsi will implement the first phase of climate change adaptation work necessary for community safety, ecological integrity, and watershed protection. City forestlands management was previously provided by long-time contractor Small Woodland Services, Inc that no longer hosts a workforce. Lomakatsi has a long relationship with the City and community from decades of work in and around Ashland including as a partner under a Master Stewardship Agreement for the Ashland Forest Resiliency Stewardship Project in the Ashland Watershed. Through this experience, Lomakatsi has acquired unique and highly desirable skills and knowledge that will benefit the City's interest in adapting our forests to the changing climate.

## **POLICIES, PLANS & GOALS SUPPORTED**

**City Council Goal:** Address Climate Change

**City Council Goal:** Reduce Wildfire and Smoke Risk

**City Plans:** Ashland Natural Hazard Mitigation Plan, Community Wildfire Protection Plan, 2016 Ashland Forest Plan and 2023 Forest Plan Climate Change Addendum.

**Citizen Budget Goals:** Wildfire Safety was the highest budget priority from resident in-person and online polling in spring 2023.

## **PREVIOUS COUNCIL ACTION**

Council approved Special Procurements for past contracts utilizing City and federal funds to support the AFR project, including in BN13-15, BN15-17, and BN17-19 with Lomakatsi Restoration Project.

Council created the AFR project water fee funding source with associated Resolution during the 2013-15 Biennium. The fee was increased with an updated Resolution for the 2019-2021 Biennium.

Council unanimously passed the 2023 Ashland Forest Plan Climate Change Addendum.

## **BACKGROUND AND ADDITIONAL INFORMATION**

Since the initial 1992 Ashland Forest Plan, the City and Ashland Parks and Recreation Commission (APRC) have taken a proactive approach to forest ecosystem management to reduce wildfire threat to the community and municipal watershed while maintaining other critical ecosystem values such as habitat and recreation. Over those decades, work has involved restoration projects (I,II,III) aimed at reversing trends of accumulating fuels, species changes, and the lack of regular, low-intensity fires. Climate change, including unprecedented tree die-off, has now forced a different paradigm of forest stewardship as adaptation to heat, drought, and intensifying fires requires us to change course. To that end, Council passed the 2023 Forest Plan Climate Change Addendum in April. That addendum acknowledged the escalating and projected effects of climate change and anticipated project work that would need to take place to adapt our forests to the changing climate.

This contract will allow the City to work with long-time partner Lomakatsi Restoration Project on the first phase of climate adaptation, made more urgent by the recent die-off of as much as 45% of dominant trees across the lower Ashland watershed and adjacent Siskiyou Mountain Park.

Lomakatsi will assist the City’s wildfire division by assessing areas of dead, dying, and overly dense trees, marking trees that need to be removed, tallying trees, assisting with helicopter yarding and fuels management, and collecting data to help report outcomes to the community and Council.

Beginning in the 2013-2015 biennium, the City Council elected to contribute funding to the AFR Project from an assessment placed on water meters throughout Ashland. During the 2019 budget process, the City Council expanded the application of water fee dollars to include all lands (only federal in the past) strategic to the City’s interest in wildfire safety, including municipal lands.

Given their history of partnership with the City, good community standing, and experience in the forest ecosystems of the Ashland Watershed, Lomakatsi Restoration Project is a unique asset that would benefit the City and citizens as a contractor on this phase of climate adaptation work.

**FISCAL IMPACTS**

Available funding in the Wildfire Division and a recent budget supplement passed by City Council adding over \$141,000 of previously unappropriated funds are sufficient at this point to fund this contract in full.

**STAFF RECOMMENDATION**

Staff recommends approval of the Special Procurement to Lomakatsi Restoration Project for forestry services.

**ACTIONS, OPTIONS & POTENTIAL MOTIONS**

“I move that the City Council, acting as local contract review board, approve this special procurement contract to Grayback Forestry, Inc not to exceed \$250,000 through June 30, 2025 for forestry work critical to our watershed and community safety.”

**REFERENCES & ATTACHMENTS**

Contract for Good and Services  
Form for Special Procurement, Request for Approval  
Determination of Feasibility Memo from Staff  
2023 Ashland Forest Plan Climate Change Addendum

## GOODS & SERVICES AGREEMENT (GREATER THEN \$25,000)

<p style="text-align: center;"><b>CITY OF ASHLAND</b> 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006</p>	<p>PROVIDER: Lomakatsi Restoration Project</p> <p>PROVIDER'S CONTACT: Marko Bey</p> <p>ADDRESS: 645 Washington Street Ashland, OR 97520</p> <p>PHONE: (541) 488-0208</p>
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This Goods and Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and Lomakatsi Restoration Project., a domestic business corporation ("hereinafter "Provider"), for wildfire fuels reduction and forestry services.

### 1. PROVIDER'S OBLIGATIONS

1.1 Provide resources as ordered by the City to accomplish objectives set forth by the City and the Ashland Forest Resiliency Partnership to accomplish prescribed burning, forest thinning, piling, and other forestry related activities as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. The goods and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be collectively referred to as "Work."

1.1.1 **Supporting Documents/Conflicting Provisions:** This Agreement and any exhibits or other supporting documents shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the exhibits or supporting documents.

1.2 Provider shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work received hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury and Property Damage.

1.2.1 The insurance required in this Article shall include the following coverages:

- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage; and
- Automobile Liability.

1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "the City of Ashland, Oregon, its officers, agents and employees" with respect to claims arising out of the provision of Work under this Agreement;
- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;

- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
- Provider shall immediately notify the City of any change in insurance coverage
- Provider shall supply an endorsement naming the City, its officers, employees and agents as additional insureds by the Effective Date of this Agreement; and
- Be evidenced by a certificate or certificates of such insurance approved by the City.

1.3 All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. As evidence of the insurance required by this Agreement, the Provider shall furnish an acceptable insurance certificate prior to commencing any Work under this Agreement.

1.4 Provider agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

1.5 In all solicitations either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Providers of the Provider's obligations under this Agreement and Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

1.6 **Living Wage Requirements:** If the amount of this Agreement is \$21,507.75 or more, Provider is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Provider is also required to post the notice attached hereto as "Exhibit A" predominantly in areas where it will be seen by all employees.

## 2. CITY'S OBLIGATIONS

2.1 City shall pay Provider at the rates specified in the pricing portions in the SUPPORTING DOCUMENTS as full compensation for all Work to be performed pursuant to this agreement.

2.2 In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of \$250,000 without express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize additional Work which would cause this maximum sum to be exceeded and that any authorization from the responsible official must be in writing. Provider further acknowledges that any Work delivered or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

## 3. GENERAL PROVISIONS

3.1 This is a non-exclusive Agreement. City is not obligated to procure any specific amount of Work from Provider and is free to procure similar types of goods and services from other providers in its sole discretion.

- 3.2 Provider is an independent contractor and not an employee or agent of the City for any purpose.
- 3.3 Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.
- 3.4 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.
- 3.5 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 3.6 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
- 3.7 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 3.8 Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.
- 3.9 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 3.10 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.
- 3.11 Deliveries will be F.O.B destination. Provider shall pay all transportation and handling charges for the Goods. Provider is responsible and liable for loss or damage until final inspection and acceptance of the Goods by the City. Provider remains liable for latent defects, fraud, and warranties.
- 3.12 The City may inspect and test the Goods. The City may reject non-conforming Goods and require Provider to correct them without charge or deliver them at a reduced price, as negotiated. If Provider does not cure any defects within a reasonable time, the City may reject the Goods and cancel this Agreement in whole or in part. This paragraph does not affect or limit the City's rights, including its rights under the Uniform Commercial Code, ORS Chapter 72 (UCC).
- 3.13 Provider represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with SUPPORTING DOCUMENTS and be free from defects in labor, material and manufacture. Provider shall transfer all warranties to the City.

#### 4. SUPPORTING DOCUMENTS

The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"

- The Provider's "*Proposal for Implementation of Ashland Forestlands Climate Change Adaptation Project*" document

#### 5. REMEDIES

5.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

5.1.1 Termination of this Agreement;

5.1.2 Withholding all monies due for the Work that Provider has failed to deliver within any scheduled completion dates or any Work that have been delivered inadequately or defectively;

5.1.3 Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

5.1.4 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

5.2 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

#### 6. TERM AND TERMINATION

6.1 Term

This Agreement shall be effective from the date of execution on behalf of the City as set forth below (the "Effective Date"), and shall continue in full force and effect until June 30th, 2025 unless sooner terminated as provided in Subsection 6.2.

6.2 Termination

6.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.

6.2.2 The City may, upon not less than thirty (30) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.

6.2.3 Either party may terminate this Agreement, with cause, by not less than fourteen (14) days' prior written notice if the cause is not cured within that fourteen (14) day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

#### 7. NOTICE

Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the address set forth below:

**If to the City:**

City of Ashland – Fire Department  
Attn: Chris Chambers, Forestry Officer  
455 Siskiyou Boulevard  
Ashland, Oregon 97520  
Phone: (541) 482-2770

**With a copy to:**

City of Ashland – Legal Department  
20 E. Main Street  
Ashland, OR 97520  
Phone: (541) 488-5350

**If to Provider:**

Lomakatsi Restoration Project  
Attn: Marko Bey  
645 Washington Street, Ashland, OR 97520  
[marko@lomakatsi.org](mailto:marko@lomakatsi.org)  
(541) 482-0208

**8. WAIVER OF BREACH**

One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

**9. PROVIDER'S COMPLIANCE WITH TAX LAWS**

9.1 Provider represents and warrants to the City that:

9.1.1 Provider shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.1.2 Provider, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.2 Provider's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Provider's warranty, as set forth in this Article 9, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

**CITY OF ASHLAND:**

By: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Lomakatsi Restoration Project (PROVIDER):**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Purchase Order No. \_\_\_\_\_

**(W-9 is to be submitted with this signed Agreement)**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Date



**SPECIAL PROCUREMENT  
REQUEST FOR APPROVAL**

**To:** City Council, Local Contract Review Board  
**From:** Chris Chambers, Fire Department  
**Date:** October 30, 2023  
**Subject:** REQUEST FOR APPROVAL OF A SPECIAL PROCUREMENT

In accordance with ORS279B.085, this request for approval of a Special Procurement is being presented to the City Council for approval. This written request for approval describes the proposed contracting procedure and the goods or services or the class of goods or services to be acquired through the special procurement and the circumstances that justify the use of a special procurement under the standards set forth ORS 279B.085(4).

- 1. **Requesting Department Name:** Ashland Fire & Rescue
- 2. **Department Contact Name:** Chris Chambers, Forestry Officer
- 3. **Type of Request:**  Class Special Procurement  Contract-specific Special Procurement
- 4. **Time Period Requested:** From 11/07/23 To: 6/30/2025
- 5. **Total Estimated Cost:** Not to exceed \$250,000
- 6. **Short title of the Procurement:** Ashland Forestlands Climate Adaptation Project

**Supplies and/or Services or class of Supplies and/or Services to be acquired:**  
The services will include project boundary layout, tree marking, cruising, technical support, project monitoring and data collection, inspection and reporting, and accounting. . Lomakatsi will provide the workforce necessary to accomplish these tasks using experienced, trained personnel.

**Background and Proposed Contracting Procedure:** Provide a description of what has been done in the past and the proposed procedure. The Agency may, but is not required to, also include the following types of documents: Notice/Advertising, Solicitation(s), Bid/Proposal Forms(s), Contract Form(s), and any other documents or forms to be used in the proposed contracting procedure. Attach additional sheets as needed.

**Background:** The City has contracted with Lomakatsi Restoration as a partner in the Ashland Forest Resiliency Stewardship Project under a Master Agreement starting in 2013 and lasting until 2019. During that time the City Council approved two contracts via Special Procurement.

**8. Justification for use of Special Procurement:** Describe the circumstances that justify the use of a Special Procurement. Attach relevant documentation.

Lomakatsi Restoration Project has been a trusted non-profit partner of the City of Ashland through 13 years of the Ashland Forest Resiliency Stewardship Project and various grant programs before AFR. Lomakatsi's AFR project experience is specific to the Ashland Watershed, a diverse and challenging setting to conduct forestry operations. Given the skills and tasks now needed by the City for work on its own forestlands, Lomakatsi Restoration is uniquely qualified to meet the City's needs using their years of work experience in the same landscape as a partner to the City of Ashland. The City lacks the internal capacity to field a workforce that would accomplish the project outcomes outlined by the Ashland Forest Plan and as spelled out in the City Council's goals for watershed and community wildfire safety.

9. **Findings to Satisfy the Required Standards:** This proposed special procurement:

  X   (a) will be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts because:

Regionally, there are no other workforce options who provide ecologically sensitive skill sets and expertise that Lomakatsi has accumulated over decades of work with local governments, federal agencies, tribes, and water districts. As a non-profit, Lomakatsi is a known community entity that has developed community trust that will benefit the City in carrying out challenging work on our publicly owned forests.

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(Please provide specific information that demonstrates how the proposed Special Procurement meets this requirement.); **and**

  X   (b)(i) will result in substantial cost savings to the contracting agency or to the public because:

As mentioned above, Lomakatsi Restoration, as a non-profit, will charge the City actual operating costs plus an accepted federal overhead rate.

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(Please provide the total estimate cost savings to be gained and the rationale for determining the cost savings); **or**

  X   (b)(ii) will otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the requirements of ORS 279B.055, 279B.060, 279B.065, or 279B.070, or any rules adopted there under because:

Lomakatsi's experience in the Ashland Watershed has allowed them to accumulate site-specific knowledge of local ecology, public expectations, and tested methods of implementation that have yielded excellent outcomes on over 7,000 acres of previous work. With nearly three decades of community-based forestry on municipal lands, the public has an expectation of quality, ecologically informed work. Lomakatsi, as a partner in the AFR project since 2010, understands the community, our history of high-quality work, and the expectations to continue with the same quality of work. This is unique and highly valued by Ashland's citizens.

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(Please provide specific information that demonstrates how the proposed Special Procurement meets this requirement.)

### **Public Notice:**

Pursuant to ORS 279B.085(5) and OAR 137-047-0285(2), a Contracting Agency shall give public notice of the Contract Review Authority's approval of a Special Procurement in the same manner as a

public notice of competitive sealed Bids under ORS 279B.055(4) and OAR 137-047-0300. The public notice shall describe the Goods or Services or class of Goods or Services to be acquired through the Special Procurement and shall give such public notice of the approval of a Special Procurement at least seven (7) Days before Award of the Contract.

After the Special Procurement has been approved by the City Council, the following public notice will be posted on the City's website to allow for the seven (7) day protest period.

Date Public Notice first appeared on [www.ashland.or.us](http://www.ashland.or.us) –November 8<sup>th</sup>, 2023

## **PUBLIC NOTICE**

### **Approval of a Special Procurement**

**First date of publication:** November 8<sup>th</sup>, 2023

A request for approval of a Special Procurement was presented to and approved by the City Council, acting as the Local Contract Review Board, on April 5<sup>th</sup>, 2016.

*This Special Procurement is a “Contract- specific Special Procurement”. The proposed contracting procedure is direct award to Lomakatsi Restoration Project for site specific forestry work on land owned by the citizens of Ashland. Lomakatsi has unique experience as a partner in the Ashland Forest Resiliency project and has completed over 7,000 acres of similar work in the Ashland Watershed in conjunction with the Ashland citizenry and City staff.*

It has been determined based on written findings that the Special Procurement will be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts, and result in substantial cost savings or substantially promote the public interest in a manner that could not be realized by complying with the requirements that are applicable in ORS 279B.055, 279B.060, 279B.065, or 279B.070.

An affected person may protest the request for approval of a Special Procurement in accordance with ORS 279B.400 and OAR 137-047-0300. A written protest shall be delivered to the following address: City of Ashland, Kari Olson, Purchasing Representative, 90 N. Mountain, Ashland, OR 97520. The seven (7) day protest period will expire at 5:00pm on November 15<sup>th</sup>, 2023.

This public notice is being published on the City's Internet World Wide Web site at least seven days prior to the award of a public contract resulting from this request for approval of a Special Procurement.

# Memo

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DATE: October 30, 2023  
TO: City Council  
FROM: Chris Chambers, Forestry Officer/Ashland Fire & Rescue  
RE: Ashland Forest Adaptation Project: Lomakatsi Restoration Project contract

The Ashland Municipal Code requires additional justification for any Special Procurement over \$350,000. Per ORS 279B.036, *Determination of feasibility of procurement*, which in first part states that “a contracting agency may proceed with a procurement if the contracting agency reasonably determines in writing that using the contracting agency’s own personnel or resources to perform the services that the contracting agency intends to procure is not feasible.”

A cost analysis is unnecessary if the contracting agency finds it “lacks the specialized capabilities, experience or technical or other expertise necessary to perform the services.” ORS 279B.036 (1)(a). Ashland Fire & Rescue (AF&R) must still “compare [AF&R’s] capability, experience or expertise in the field most closely involved in performing the services with a potential contractor’s capability, experience or expertise in the same or a similar field.” *Id.*

*Staff analysis: Ashland Fire & Rescue’s internal expertise and workforce capacity does not fit the need for the identified work either by skills possessed or capability to perform the identified tasks. The vast majority of AF&R’s workforce are firefighter/paramedics who have little technical forestry expertise or training that would lend to accomplishment of the pertinent outcomes in Ashland’s forestlands and watershed. In addition, the AF&R workforce is necessarily tied to emergency response duties and cannot be out of the City where response time would be reduced, which would endanger public safety. Due to these factors, using our own personnel is not feasible.*





# Lomakatsi Restoration Project

*Restoring Ecosystems, Sustaining Communities*

645 Washington Street, Ashland, OR, 97520

(541) 488-0208 | FAX (541) 488-4909

[www.lomakatsi.org](http://www.lomakatsi.org)

**Special Funding Request to City of Ashland**

**October 30, 2023**

To: Chris Chambers, Forest Officer, Ashland Fire & Rescue

From: Marko Bey, Executive Director, Lomakatsi Restoration Project

RE: Proposal for Implementation of *Ashland Forestlands Climate Change Adaptation Project*

Chris,

Please share this proposal prepared for the Ashland City Council by Lomakatsi Restoration Project (Lomakatsi) to provide technical support services for forest health treatments on City forestlands as part of the Ashland Forestlands Climate Change Adaptation Project (AFCCAP) with funding from the City of Ashland. Thank you for your time and consideration.

## **Lomakatsi Restoration Project Role in AFCCAP Stewardship Project Partnership**

Lomakatsi provides expertise and capacity in project development, planning, management, fine-scale ecological forestry treatment design for commercial thinning activities, monitoring, and implementation for ecosystem restoration projects. Lomakatsi employs a highly specialized local technical team of foresters, ecosystem management technicians, forest ecologists, and forestry operations specialists trained specifically to implement ecological prescriptions while working in complex social settings.

Lomakatsi has been a partner of the City of Ashland (COA) for over 25 years on various forest and riparian restoration and fuel hazard reduction projects as part of multiple COA programs and initiatives. Since 2010, Lomakatsi has served as one of the principal partners on the nationally recognized Ashland Forest Resiliency Stewardship Project, working with the COA, U.S. Forest Service, and The Nature Conservancy. Lomakatsi now proposes to use COA funds to support forest health activities on City forestlands to address the impacts of flatheaded fir borers and Douglas fir mortality, and the associated impacts to soils and fire risk for the community of Ashland and ecosystem services. Working under the direction of the COA Forestry Division, Lomakatsi will provide technical capacity in project planning, conduct ecological monitoring, and assist with quality control during commercial thinning contract operations.

## **About Lomakatsi Restoration Project**

Lomakatsi Restoration Project is a nonprofit, grassroots organization that develops and implements forest and watershed restoration projects in Oregon and northern California ([www.lomakatsi.org](http://www.lomakatsi.org)). Lomakatsi has a proven record of success implementing restoration projects for the past 28 years across thousands of acres of forests and miles of streams. Lomakatsi provides expertise and capacity in project development, planning, management, fine-scale ecological treatment design, monitoring, and implementation for ecosystem

restoration projects. Lomakatsi coordinates closely with multiple funding partners and manages a diverse workforce in complex social settings supported by critical community outreach.

### **Scope of work, strategic location, and cost**

Lomakatsi is proposing to accomplish commercial ecological forestry presale preparations for future salvage treatments that the COA will contract to timber operators and forestry service providers. End results of the presale work will include the removal of trees that are recently dead or are dying due to drought and beetle infestation. It is expected that the schedule of payments for the proposed scope of work will be split between the project-type cost scenarios described below, with flexibility to adjust the proportions to scenarios as dictated by the AFCCAP. The AFCCAP partnership has agreed on the need for additional COA funding to support the accomplishment of these project type acres.

#### 1. Pre-sale Administration (\$125,000)

Lomakatsi will conduct pre-sale administration tasks to prepare the project area for implementation. This includes field activities to support ecological timber removal operations and prepare pertinent data to contractors and log buyers.

- Boundary Marking
- Tree Marking
- Cruising
- Technical Support (Marking guides)

#### 2. Sale Administration (\$50,000)

During implementation, Lomakatsi will ensure that standards and specifications are met by the contractor and communicated appropriately to AFCCAP staff.

- Implementation Monitoring:
- Field Inspection and Reporting
- Log Load Accounting

#### 3. Post-Sale (\$25,000)

Conditions post-treatment will be monitored to evaluate the effectiveness of treatment activities and determine whether goals and objectives were met and to what degree.

- Effectiveness monitoring and reporting

Costs for above tasks and others as directed as part of AFCCAP **are not to exceed \$250,000.**

Thank you for your consideration of this special procurement request. I welcome you to reach out with any questions or concerns.

**Marko Bey**

Executive Director

**Lomakatsi Restoration Project**

645 Washington St., Ashland, OR, 97520

[www.lomakatsi.org](http://www.lomakatsi.org)

Office (541) 488-0208