

MEMORANDUM OF UNDERSTANDING BETWEEN WASCO COUNTY SOIL AND WATER CONSERVATION DISTRICT AND JUNIPER FLAT RURAL FIRE PROTECTION DISTRICT

This Memorandum of Understanding (MOU) is made by and between Wasco County Soil and Water Conservation District (SWCD), a political subdivision of the State of Oregon, and Juniper Flat Rural Fire Protection District (JFRFPD).

RECITALS

WHEREAS, ORS 190.010 authorizes units of local government to enter into agreements with each other for the performance of any or all functions and activities that any party to the agreement has the 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 risks 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, on [DATE], Wasco County executed an intergovernmental agreement with SWCD, wherein SWCD is one of the partners tasked with completing work on the Project and will receive pass-through funding from the Grant; and

WHEREAS, under the cited authority, the Parties desire to enter into this MOU to provide for JFRFPD to assist SWCD in completing the SWCD's designated tasks in the Project.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. PURPOSE

The purpose of this MOU is to establish a framework of cooperation between SWCD and JFRFPD to support the implementation of the Wasco Red Zone Project, specifically for roadside fuel treatments and coordination with landowners for defensible space services.

2. TERM

This MOU shall be effective when signed by the Parties (Effective Date). Unless terminated earlier pursuant to Section 6, this MOU shall remain in effect until September 9, 2029 (End Date).

3. RESPONSIBILITIES OF THE PARTIES

A. SWCD Responsibilities:

SWCD agrees to reimburse JFRFPD for Chief Walters' time working on the Project in an amount not to exceed \$[AMOUNT] for the purposes of completing the tasks outlined in this MOU.

SWCD shall coordinate with JFRFPD to develop and implement roadside fuel breaks along critical road systems within their fire district.

SWCD shall provide technical assistance and oversight for roadside fuel treatments.

SWCD shall provide quarterly reports to Wasco County on project progress.

SWCD shall maintain proper documentation of all project activities and expenses.

B. JFRFPD Responsibilities:

JFRFPD, through Chief Walters, shall assist in identifying priority roads for fuel treatments within their district.

JFRFPD shall coordinate with landowners to obtain necessary permissions for roadside treatments beyond public right-of-way.

JFRFPD shall assist in monitoring and evaluating the effectiveness of roadside fuel treatments.

JFRFPD shall provide monthly activity reports to SWCD detailing work performed, hours expended, and progress made.

JFRFPD shall comply with all applicable provisions of the Grant Agreement contained in Exhibits A, B, and C of the Intergovernmental Agreement between Wasco County and SWCD.

4. REIMBURSEMENT AND INVOICING

A. JFRFPD shall submit monthly invoices to SWCD for Chief Walters' time working on the Project.

B. Each invoice shall include:

- a. The task(s) associated with the request as provided in Section 3(B).
- b. Documentation supporting the request, including time cards for personnel costs with a clear time tracking method.
- c. Supporting documentation must be sufficient to receive reimbursement pursuant to the Grant Agreement.

C. SWCD shall review the invoice within ten (10) days of submission and approve payment if the documentation is satisfactory.

D. SWCD shall disburse funds to JFRFPD within thirty (30) days of receipt of an approved invoice.

5. COMPLIANCE WITH APPLICABLE LAWS

A. 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.

B. Each party is 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.

6. TERMINATION

A. This MOU may be terminated by either party with thirty (30) days' notice.

B. This MOU shall automatically terminate, in whole or in part, if the Intergovernmental Agreement between Wasco County and SWCD terminates and to the same extent as the termination of the Intergovernmental Agreement.

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, 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) arising from the indemnitor's performance of this MOU where the loss or claim is attributable to the acts or omissions of that party or its officers, employees, volunteers, or agents.

8. RECORDS

All records, including financial, supporting documentation, and any other records pertinent to this MOU must be retained for a period of three years from the End Date of this MOU. All records related to this project are discoverable according to 5 USC 552.

9. NOTICES

All notices shall be given in writing and delivered by 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 SWCD:

Shilah Olson

District Manager, Wasco County SWCD

2325 River Road, Suite 3

The Dalles, OR 97058

(541) 296-6178 x105

For JFRFPD:

Chief Walters

Juniper Flat Rural Fire Protection District

[ADDRESS]

[TELEPHONE]

[EMAIL]

10. ENTIRE AGREEMENT

This MOU 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.

11. COUNTERPARTS

This MOU 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.

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

FOR WASCO COUNTY SWCD:

By: _____

Shilah Olson, District Manager

Date: _____

FOR JUNIPER FLAT RURAL FIRE PROTECTION DISTRICT:

By: _____

Chief Walters

Date: _____