

FROM (DEPT/ DIVISION): Umatilla County

PROGRAM: Emergency Management

SUBJECT: Approval of Contract for Community Wildfire Protection Plan (CWPP)

<p><b>Background:</b> Emergency Management is seeking the approval of the Umatilla County Blue Mountains and Foothills Region Community Wildfire Protection Plan Contract to be completed by the end of 2024. This contract is completely funded by the Community Wildfire Reduction Grant.</p>	<p>( ) <u>ACTION REQUESTED:</u>          Approve contract with Northwest Management for the Community Wildfire Protection Plan in an amount not to exceed \$45,300</p>
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ATTACHMENTS: Proposed

Date: (9/25/23) Submitted By: ( Sage DeLong )

\*\*\*\*\*For Internal Use Only\*\*\*\*\*

Checkoffs:

To be notified of Meeting:

- ( ) Dept. Head (copy)
  - ( ) Human Resources (copy)
  - ( ) Fiscal
  - ( ) Legal (copy)
  - ( ) (Other - List: )
- Needed at Meeting:  
)

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Scheduled for meeting on: October 4, 2023

Action taken:

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Follow-up:

## Contract for Professional Services

Umatilla County Blue Mountains and Foothills Region Community Wildfire Protection Plan 2024 Update

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Umatilla County, Oregon, 4700 NW Pioneer Place, Pendleton, OR 97801, Telephone 541-966-33706, (hereinafter referred to as “County”), and Northwest Management, Inc., PO Box 9748, Moscow, Idaho 83843, Telephone 208-883-4488, a professional services corporation existing under and by virtue of the laws of the State of Idaho (hereinafter referred to as “Consultant”).

The parties mutually agree as follows:

### **REQUIRED WORK**

The Consultant shall update the Umatilla County Blue Mountains and Foothills Region 2005 Community Wildfire Protection Plan (CWPP) by following the scope of work outlined below:

- Ensure the updated CWPP update is consistent with the standards set forth by the Healthy Forest Restoration Act and the state of Oregon.
  - The CWPP update will be collaboratively developed between local, state, and federal representatives.
  - The CWPP update will identify and prioritize areas of hazardous fuel reduction treatments and list methods of treatments intended to protect at risk communities and essential infrastructure.
  - The CWPP update will recommend measures for landowners/homeowners and communities intended to reduce ignitability.
- Facilitate the CWPP planning process.
  - Lead core team meetings and collaboration including in-person meetings and regular virtual meetings or conference calls with the core team.
  - Regularly engage the CWPP core team to maintain progress and achieve a timely completion of the project.
- Utilize GIS analysis and data to examine wildfire risk and vulnerability.
  - Assist the county in defining and mapping the WUI; analyze and identify priority areas of significant wildfire risk.
  - Analyze the wildfire risk data available, examine wildfire conditions, and assess wildfire hazard vulnerability and risk.
- Update the narrative components of the CWPP where applicable.
  - Look at previous wildfire mitigation projects and implementation strategies and help the core team develop new projects and strategies.
  - Update the wildfire history, socioeconomics, and current conditions of Umatilla County and the region.
  - Lead the core team in a discussion regarding fire protection districts and capabilities within Umatilla County.
- Advise the core team on public engagement strategies and help develop a public outreach campaign.
  - This will include in-person public meetings or events and other public engagements methods as agreed upon by the core team.

- Produce summaries, maps, visuals, presentations, or other materials to assist Umatilla County in public outreach efforts.
- Document the participation by the core team, fire protection districts, agencies, and the public.
- Guide the core team in acquiring the necessary signatures and approvals.
- Prepare the final documents of the CWPP to meet professional standards and provide all deliverables to Umatilla County.

### **COMPENSATION FOR SERVICES**

The County, in full consideration of the services to be performed under this agreement, agrees to pay Consultant a sum not to exceed \$45,300.00. Consultant will be responsible for submitting invoices for all consulting work completed. The County will make payments promptly to Consultant based on invoices and in accordance with the following schedule:

1. 10% of the contract will be paid upon completion of the planning team kickoff meeting.
2. 20% of the contract will be paid upon completion of draft updated community descriptions.
3. 20% of the contract will be paid upon committee approval of WUI delineation.
4. 20% of the contract will be paid upon completion of the draft wildfire hazard assessment update.
5. 20% of the contract will be paid upon submission of a draft CWPP update to the planning team for review.
6. 10% of the contract will be paid upon delivery of all final approved documents to Umatilla County.

The Community Wildfire Protection Plan 2024 update must be accepted by the Oregon Department of Forestry before the final payment is made.

By mutual written agreement, the Contract may be amended to include the additional areas and fees identified in the proposal.

### **PERFORMANCE SCHEDULE**

Unless otherwise specified in writing, all work shall begin by December 1, 2023, and be completed no later than December 31, 2024. Should the County have any concerns about the quality or progress of work, the County will provide a written notice to this effect, including specific concerns and recommendations for remedy. Absence of such a written notice sent within a week of receipt of the progress reports will indicate the County's satisfaction with quality and progress of work to date. Should additional areas be authorized by the County, the County and Consultant will review the time schedule and jointly agree on a completion date.

### **CONFLICT OF INTEREST**

The Consultant covenants that it presently has no interest and shall not acquire an interest directly or indirectly which will, in the determination of the County, conflict in any manner or degree with the performance of its services hereunder.

### **LIAISON**

The Umatilla County designated liaison with the Consultant is Sage DeLong, Emergency Manager. The Consultant designated liaison with Umatilla County is Adam Herrenbruck. The Consultant will coordinate communications with the designated Representative.

### **SAVE HARMLESS**

The Consultant shall protect, indemnify, and save the County harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons or property or claims for

money damages arising from acts or omissions of Consultant, its employees, or sub-contractors, however caused. To the extent allowed by Oregon law, the County will save the Consultant harmless from and against any damage, cost, or liability, including reasonable attorney's fees for any or all injuries to persons or property or claims for money damages arising from acts or omissions of the County, however caused.

### **CONTRACT RELATIONSHIP**

It is distinctly and particularly understood that the Consultant is an independent Contractor in the performance of each and every part of the Contract. The Consultant is not an employee of the County.

### **INSURANCE AND COVERAGES OF CONSULTANT**

The Consultant will maintain the following policies during the performance of this agreement:

- Worker's Compensation Insurance
- Employer's Liability Insurance
- Commercial General Liability Insurance
- Professional Errors and Omissions Insurance

### **LIABILITY**

The Consultant shall exonerate, indemnify, and hold the County harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contribution imposed or required under unemployment insurance, social security, workers compensation, and income tax laws with respect to Consultant's employees engaged in the performance of this Contract. The Consultant will be responsible for maintaining workers' compensation insurance and will provide certificate of same, if required. The County will not assume liability as an employer.

### **LEGAL FEES**

In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees.

### **CIVIL RIGHTS ACT OF 1964**

The Consultant will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VI, no person may, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

### **NONDISCRIMINATION**

The Consultant will not discriminate against any employee or applicant for employment on the basis of race, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

### **SPECIAL WARRANTY**

The Consultant warrants that nothing of monetary value has been given, promised, or implied as remuneration or inducement to enter into this Contract. The Consultant further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion or negotiation leading to the award of this Contract. Any such activity by the Consultant shall make this Contract null and void.

### **RELEASE OF INFORMATION**

No information relevant to any work completed or in progress shall be disclosed to third parties or released by the Consultant without prior written permission of the County.

## **TERMINATION**

This Contract shall be amended or terminated by a written acknowledgement from each of the parties allowing 30 days prior notice. In the event of termination, an applicable payment of a fair and reasonable amount for the work completed, to that date, will be made. This Contract may not be terminated by either party unilaterally except as outlined below.

## **FAILURE TO PERFORM**

Upon any substantial failure to perform this agreement by either party, the other party shall be entitled to the following remedy:

- a. Stop performing or accepting performance of the Contract until the matter is resolved.
- b. Where appropriate, obtain completion of the performance of the remaining balance of the Contract with the original party. Upon discovery of the problem or defect, mail a written description of it to the other party.
- c. If the defect can be cured, demand specific remedial action within a specified reasonable time; or
- d. If the defect cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a specified time within which the alternative performance would be required; or
- e. If the defect cannot be cured and no alternative performance is acceptable, notify the other party of the termination of the Contract as of a certain date and state in the notification whether an action for breach of Contract will be brought.
- f. If the defect is not corrected or alternative performance completed within the time certain specified, the party alleging the breach may initiate an action in the Umatilla County District Court, Oregon.

IN WITNESS WHEREOF, Umatilla County, Oregon and the Consultant have executed this Contract.

**Northwest Management, Inc**

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Matt Engberg, Director – Natural Resources Services

Date

**Umatilla County**  
Board of Commissioners

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Danial N. Dorrان, Chair of the Board

Date

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John M. Shafer, Commissioner

Date

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Celinda A. Timmons, Commissioner

Date