



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8391 Fax: (520) 432-8397

Professional Services Agreement

PSA 14-08-BOS-04

Cochise County-Wide Community Wildfire Protection Plan

THIS AGREEMENT is made and entered into this _____ day of August, 2013 by and between COCHISE COUNTY, hereinafter referred to as the COUNTY, and LOGAN SIMPSON DESIGN, INC., hereinafter referred to as the CONSULTANT.

I. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Consultant shall provide the services described in the attached **Exhibit "A" Scope of Services**.

II. COMPENSATION AND METHOD OF PAYMENT

In consideration for the performance of the services described in the Scope of Services, **Exhibit "A"** the County shall pay the Consultant a not to exceed amount of \$39,620.00 in accordance with the fee schedule attached herein as **Exhibit "B", Fee Schedule**. Any increase to this Agreement shall be modified only by a written amendment approved in advance by the Procurement Director on behalf of the County of Cochise.

The County will pay the Consultant following the submission of itemized invoices(s) for the services rendered. No payment shall be issued prior to receipt of material or service and correct invoice. Each invoice must bear written certification by an authorized County representative confirming the services for which payment is requested have been performed. County agrees to pay all properly documented invoices, for accepted work within thirty (30) days of receipt.

All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail.

The designated recipients for such notices, invoices and payments are as follows:

Consultant: **Richard Remington, Project Manager**
Logan Simpson Design, Inc.
51 W. Third Street
Tempe, AZ 85281
Phone: 480-967-1343
e-mail: rremington@logansimpson.com

County: **Norman A. Sturm Jr., M.S., CEM**
Emergency Services Coordinator
1415 Melody Lane, Bldg G
Bisbee, AZ 85603
Phone: 520-432-9220 Cell: 520-559-2147
e-mail: nsturm@cochise.az.gov

III. NOTICE TO PROCEED AND AGREEMENT DURATION

The Consultant shall not commence any billable work or provide any material or services under this Agreement until Consultant receives an executed copy of this professional service agreement, purchase order, or is otherwise directed to do so in writing by the County Procurement Director or his designee. The Consultant shall complete all work to the satisfaction of the County in accordance with the Scope of Services within one (1) year after the agreement entered date.

IV. TERMINATION

- A. The County may cancel this Agreement without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the County is or becomes, at any time while the Agreement or any extension of the Agreement is in effect any employee of, or Consultant to any other party to this Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when written notice from the County is received by the parties to this Agreement, unless the notice specifies a later time.
- B. This Agreement may also be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving the thirty (30) days written notice to the Consultant. The County at its convenience, by written notice, may terminate this Agreement, in whole or in part. If this Agreement is terminated, the County shall be liable only for payment under the payment provisions of this Agreement for services rendered and accepted material received by the County before the effective date of termination.
- C. The County reserves the right to cancel the whole or any part of this Agreement due to failure of the Consultant to carry out any term, promise or condition of the Agreement. The County will issue a written ten (10) day notice of default to the Consultant for acting or failing to act any of the following, in the opinion of the County:
 - 1. Consultant provides personnel who do not meet the requirements of the Agreement;
 - 2. Consultant fails to adequately perform the stipulations, conditions, or services/specifications required in the Agreement;
 - 3. Consultant attempts to impose on the County personnel, materials, products, or workmanship that is not of an acceptable quality;
 - 4. Consultant fails to furnish the required service and/or product within the time stipulated in the Agreement;
 - 5. Consultant fails to make progress in the performance of the requirements of the Agreement and/or gives the County a positive indication that consultant will not or cannot perform to the requirements of the Agreement.

V. ENFORCEMENT, LAWS AND ORDINANCES

This agreement shall be enforced under the laws of the State of Arizona. Consultant must comply with all applicable federal, state, and local laws, ordinances, and regulations. Consultant shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant.

VI. INDEPENDENT CONSULTANT

At all times the Consultant shall represent himself/herself to be an independent Consultant offering services to the general public and shall not represent himself/herself, of his/her employees, to be an employee of the County of Cochise. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agree to indemnify, save, and hold the County of Cochise, its officers, agents and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

The Consultant is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Consultant should make arrangements to directly pay such expenses, if any. The County will not provide any insurance coverage to the Consultant including Workmen's Compensation coverage.

VII. MODIFICATIONS

This Agreement may only be modified by a written amendment signed by persons duly authorized to enter into Agreements on behalf of the County and the Consultant.

VIII. WAIVER

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

IX. INDEMNIFICATION

To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless Cochise County, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials from all claims, damages, losses, and expenses, including but not limited to attorney's fees, court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Consultant, or anyone for whose acts Consultant may be liable. Cochise County reserves the right, but not the obligation, to participate in defense without relieving Consultant of any obligation hereunder.

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

X. INSURANCE

Consultant and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Agreement by the Consultant, his agents, representatives, employees or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Consultant shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$ 500,000
- Personal and Advertising Injury \$ 500,000
- Blanket Contractual Liability – Written and Oral \$ 500,000
- Each Occurrence \$ 500,000

a. The policy shall be endorsed to include the following additional insured language: "The County of Cochise shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$ 500,000

a. The policy shall be endorsed to include the following additional insured language: "The County of Cochise shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$500,000

a. This requirement shall not apply when a Consultant or subcontractor is exempt under A.R.S. 23-901, **AND** when such Consultant or subcontractor executes the appropriate sole proprietor waiver form.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$ 500,000
Annual Aggregate	\$1,000,000

a. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Services of this Agreement.

b. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous

coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Cochise is named as an additional insured, the County of Cochise shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Agreement.
 2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the Cochise County Procurement Department, attention Terry Hudson, 1415 Melody Lane, Bldg C, Bisbee, Arizona 85603.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of Agreement.
- All certificates required by this Agreement shall be sent directly to the Cochise County Procurement Department, attention Terry Hudson, 1415 Melody Lane Bldg C, Bisbee, Arizona 85603. The County project/Agreement number and project description shall be noted on the certificate of insurance.
- The County reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE COUNTY'S RISK MANAGEMENT DIVISION.**
- F. **SUBCONTRACTORS:** Consultants' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Consultant shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Contracting Agency in consultation with the Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative

action.

XI. MISCELLANEOUS PROVISIONS

- A. No assignment of this Agreement or sub-agreement shall be made by the Consultant with any other party for furnishing any of the services herein contracted for without the advance written approval of the Procurement Department. All sub-consultants shall comply with Federal and State laws and regulations which are applicable to the services covered by the sub-agreement and shall include all the terms and conditions set forth herein which shall apply with equal force to the sub-agreement, as if the sub-consultant were the Consultant referred to herein. The Consultant is responsible for Agreement performance whether or not sub-consultants are used.
- B. The Consultant shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. Persons requesting such information must be referred to the County.
- C. All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the County and shall not be used by the Consultant or any other person except with the prior written permission of the County.
- D. This Agreement is subject to the provisions of A.R.S. Sec. 38-511.
- E. The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable Federal regulations under the Act.

XII. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

Consultant hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Consultant shall further ensure that each sub-consultant who performs any work for the Consultant under this Agreement likewise complies with the State and Federal Immigration Laws.

The County shall have the right at any time to inspect the books and records of the Consultant and any sub-consultant in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the Consultant's or any sub-consultant's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting the Consultant to penalties up to and including suspension or termination of this Agreement. If the breach is by a sub-consultant, and the sub-agreement is suspended or terminated as a result, the Consultant shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the sub-agreement or retain a replacement sub-consultant, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion. The Consultant shall advise each sub-consultant of the County's rights, and the sub-consultant's obligations, under this Section by including a provision in each sub-agreement substantially in the following form:

"The sub-consultant hereby warrants that it will at all times during the term of this Agreement comply with all federal laws applicable to the sub-consultant's employees and with the requirements of A.R.S. §23-214(A). The sub-consultant further agrees that the County may inspect the sub-consultant's books and records to insure that the sub-consultant is in compliance with these requirements. Any breach of this paragraph by the sub-consultant will be deemed to be a material breach of this Agreement subjecting the sub-consultant to penalties up to and including suspension or termination of this Agreement."

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the Consultant. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the Consultant's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Consultant shall be entitled to an extension of time, but not costs.

XIII. FOREIGN INVESTMENT AND BUSINESS OPERATIONS:

By signing this agreement Consultant certifies that it does not have scrutinized business operations in Iran and Sudan as per A.R.S sec. 35-297.

This Agreement represents the entire agreement between the COUNTY and the CONSULTANT relating to this requirement and shall prevail over any and all previous verbal and written agreements.

CONSULTANT:

APPROVED BY:

Authorized Signature

Ann English, Chairman
Board of Supervisors

Print Name and Title

Exhibit "A" - Scope of Services

PSA 14-08-BOS-04

UNDERSTANDING APPROACH TO SCOPE OF SERVICES

LSD understands Cochise County (County) wishes to contract with a qualified firm to complete the County's CWPP to identify and prioritize potential areas for hazardous fuel reduction treatment and recommend measures to reduce structural ignitibility throughout at-risk communities.

LSD understands the County's primary objective is to lay out a countywide comprehensive HFRA-compliant CWPP.

The Cochise County CWPP will combine data from existing CWPPs such as the Cascabel, Bisbee, and Palominas CWPPs, the *Upper San Pedro Watershed Wildfire Hazard Assessment & Mitigation Plan* including the *Lewis Springs Community Plan*, *Huachuca Area Fire Partners Fire Management Plan*, and updated information from local, state, and federal agencies; local governments; fire authorities; and communities to produce a comprehensive CWPP supported by Cochise County, local communities, federal land management partners, and local interests. LSD will complete the following tasks to assist in the development of the Cochise County CWPP.

Task 1: Convene Decision Makers. LSD will coordinate with the County in the formation of the Cochise County Countywide Core Team, which will be comprised of the County; local fire chiefs; the Arizona State Forestry Division; BLM Gila District; NPS Coronado National Memorial and Chiricahua National Monument, and the CNF. This operating group will be the decision-making body responsible for the development and concurrence on the final contents of the Cochise County CWPP. LSD recommends the Countywide Core Team meet centrally in the County to establish a consistent planning approach to the county-wide CWPP. LSD recommends that the Countywide Core Team include major planning zones based on similarity of wildland vegetative fuels and local community values.

The Cochise County CWPP may be composed of a series of single or comingled community CWPPs that accurately represent each community, fire department/district concerns and needs. Action recommendations included in the County CWPP may reflect individual community, fire department/district specific recommendations as well as countywide recommendations for enhanced wildfire response, public and fire fighter safety, community outreach and wildland fuel treatment prescriptions. We recommend the Countywide Core Team members will be requested, from all municipalities, municipal fire departments, rural fire districts and interested individual or organizations identified by Cochise County.

Task 2: Involve Federal Agencies. LSD will assist the Countywide Core Team in identifying local representatives of the federal agencies responsible for the management of public lands within and adjacent to the WUI of Cochise County CWPP communities, including the BLM's Gila District; the Sierra Vista CNF Ranger District, National Park Service Coronado National Memorial, and Fort Huachuca Military Reservation. The federal

agency resource specialists will be requested to participate as key partners with the Countywide Core Team.

LSD will establish a file transfer protocol (FTP) website that will provide enhanced data transfer, analysis, and electronic communication by the Countywide Core Team.

Task 3: Engage Interested Parties and Identify Planning Zones. LSD will assist the Countywide Core Team in identifying and notifying a broad range of community stakeholders with an interest in community wildfire protection and wildland fuel management to participate with the Countywide Core Team in the development of the Cochise County CWPP. LSD recommends the Countywide Core Team begins the planning process with a kick-off meeting to identify members followed by four Countywide Core Team meetings to be held centrally in Sierra Vista or in communities identified by the Countywide Core Team. At each Countywide Core Team meeting LSD will document attendance, maintain written meeting notes of all input, incorporate the appropriate comments into the draft plan, and provide the Countywide Core Team with the most recent version of the written text for each section of the CWPP.

During the first Countywide Core Team meeting, LSD will initiate the collaborative process, confirm the community WUI boundaries, and locate existing documents which will be used to produce the CWPP. The CWPP planning process will be based on the direction within: *Preparing a Community Wildfire Protection Plan, A Handbook for Wildland-Urban Interface Communities*; and the *Leaders Guide for Developing a Community Wildfire Protection Plan*. The Countywide CWPP will be compliant and complementary to the *Arizona Forest Resource Assessment* and the *Arizona Resource Strategy*. LSD and the Countywide Core Team will develop, review, and edit the CWPP during the four following meetings. According to the direction provided by the Countywide Core Team, LSD will incorporate public, organization, and agency comments into the final Cochise County CWPP document.

The Countywide Core Team may also wish to provide public notice of all collaborative meetings to gather additional community input as the Cochise County CWPP is being developed. Additional assumptions include:

- The Countywide Core Team workgroup meeting locations and arrangements will be coordinated by the Countywide Core Team
- The Countywide Core Team workgroup meetings will be conducted within the analysis areas
- The County will be responsible for publishing the CWPP in the County's website or other avenues that allow for public review of the CWPP
- LSD assumes that the County will provide insurance, as required, for meeting facilities

Task 4: Identify Communities at Risk. Subsequent to review of exiting data and the ASF's *2009 Arizona – Identified Communities at Risk* listings, the Countywide Core Team and

Exhibit "A" - Scope of Services PSA 14-08-BOS-04

LSD will determine communities within Cochise County at risk of wildland fire, prioritize them according to degree of risk, and present an updated Communities at Risk list to the ASF for addition to the list of Arizona-Identified Communities at Risk.

LSD will produce an updated listing with locations and prioritization of communities at risk that meet requirements for concurrence by the local and county governments, local fire departments, ASF, CNF, BLM, and NPS. In addition to the guidance provided by *Preparing a Community Wildfire Protection Plan; A Handbook for Wildland-Urban Interface Communities*; and the *Leaders Guide for Developing a Community Wildfire Protection Plan*, the Countywide Core Teams will utilize *Identifying Arizona's Wildland/Urban Interface Communities at Risk: A Guide for State and Federal Land Managers* ASF 2006 in determining communities at risk for consistency in confirming communities at risk with the ASF.

Task 5: Establish County and "Communities At Risk" Base Maps. LSD will analyze existing information from the County, CNF, BLM, NPS, local fire authorities, and other federal and state agencies necessary to produce the community base map. LSD will provide this information to the Countywide Core Team for concurrence prior to production of the base map. LSD and the Countywide Core Team, with specific input for local working groups, will ensure that all analyses, information, and associated maps are accurate and that the information is consistent throughout the Cochise County CWPP analysis areas. LSD will base all analysis on existing data or input from the Countywide Core Team and local working groups. LSD will produce the community base map from data obtained from the County and local, state, and federal agencies, subject to review and concurrence of the Countywide Core Team. The base map, which will be developed in coordination with the Countywide Core Team and local working groups, will consist of the following:

- A base map of the analysis area depicting land ownership and designation of WUI zones for each community at risk
- Inhabited areas of each of the WUI areas at risk of wildland fire
- Infrastructure and community values such as major recreation areas, transportation, and communication corridors at risk from wildland fire within the WUI.

We assume that Cochise County, CNF, BLM, NPS, local fire authorities, and state and federal agencies will provide LSD with electronic copies of documents that contain information needed for the community base map. Additional data may include the location of existing and proposed roadways, trails and pathways, parks, and open spaces.

TASK 6: DEVELOP RISK ASSESSMENT FOR EACH "COMMUNITY AT RISK." LSD will assist the Countywide Core Team in refining the community wildland fire risk assessment that considers wildland fuel hazards; risk of wildfire occurrence; homes, businesses, and infrastructure at risk; community values threatened by wildland fire; and response and

suppression capabilities. The risk assessment of the communities' WUI areas will be utilized in the designation of high, moderate, low, or at no risk, based upon the analysis of risk components analyzed within each WUI area. We will also include a series of wildland fuel reduction prescriptions for the home ignition zone and wildland areas as developed by, and concurred with, the Countywide Core Team. The community risk assessment will be utilized to include the following tables and figures within the Cochise County CWPP:

- A table of the analysis of fire regime and condition class based on existing databases
- If data is available, maps showing fuel hazard risk components of:
 - Compilation of fuel hazards by slope, aspect, and vegetative associations
 - Previous wildfire locations and wildfire ignition points within the WUI (data from the last 10 years, if available)
 - Fire department/district boundaries
- If data is available the following table and figures depicting local preparedness and fire fighting capability:
 - Insurance Services Office (ISO) ratings for each department/district
 - Areas of elevated concern as determined by each local fire department/district
 - Infrastructure, including structure distribution and density
- An overall risk assessment map

The Cochise County CWPP will identify wildland fuel reduction priority areas and methods for hazardous fuels treatments based on wildland fire risk determinations within the communities' WUI areas as determined by the Countywide Core Teams. The Cochise County CWPP will include recommendations for enhanced wildfire response and suppression through appropriate equipment, training, and intergovernmental and mutual aid agreement.

Task 7: Establish Community Hazard Reduction Priorities and Action Recommendations to Reduce Structural Ignitibility. Through the use of the base map and the community risk assessment, LSD will work with the Countywide Core Team to build consensus for producing, refining, and updating recommendations for fuel reduction treatments, priority treatment areas, enhancing structural protection, and firefighter and public safety. The CWPP will disclose the Countywide Core Teams' recommendations for enhancing fire prevention and suppression; methods the community can take, and will support, to mitigate risk; and the prioritized areas on both federal and nonfederal lands for reducing risk of potential catastrophic wildland fire. The CWPP will include the preferred methods the Countywide Core Team identifies for mitigating wildland fuels, reducing structural ignitibility, maintaining public fire awareness programs, and improving fire response capabilities. The Cochise County

Exhibit "A" - Scope of Services PSA 14-08-BOS-04

CWPP will include a community mitigation section, an action recommendation section, an implementation section, and a monitoring plan. These components of the CWPP will describe priorities for reducing fuel hazards; reducing structural ignitability; enhancing public education, information, and outreach; and priorities for enhancing local wood products and wildland fuel mitigation industries. The CWPP will outline administrative oversight, monitoring and reporting of the CWPP's implementation and effectiveness. We assume the community priorities and recommendations will be developed during the scheduled meetings of the Countywide Core Teams and will be based on the risk assessment and input from the local working groups. LSD, Cochise County; local governments and fire departments/districts; the CNF; BLM; NPS; and state and federal agencies will review any documents that contain information to ensure recommendations are not contradictory to local, state, or federal land management or development plans.

Task 8: Develop an Action Plan and Assessment Strategy (Draft CWPP). LSD will develop the draft Cochise County CWPP from information and data provided and developed by LSD and the Countywide Core Team. The CWPP will include an action plan that funding needs, and timelines for implementing recommendations. LSD will provide the draft CWPP to the Countywide Core Team within two weeks of receiving concurrence on the community base map, risk assessment, and action recommendations and draft sections of the CWPP. The draft CWPP will include priority action recommendations addressing wildland fuel hazards, structural ignitability, community involvement, public outreach. The draft CWPP will also outline administrative oversight of the Cochise County CWPP, including a monitoring and adaptive management section for systemic plan evaluation and revision.

The draft Cochise County CWPP will:

- Verify the WUI in the context of the collaborative agreements and guidance established by the Wildland Fire Leadership Council
- Document significant at-risk community values in the WUI
- Identify and prioritize areas for hazardous fuel reduction treatments and the types and methods of treatments on federal and nonfederal lands
- Recommend measures to reduce structural ignitability
- Provide public information education and outreach

We assume the Countywide Core Team will review and provide edits of the draft Cochise County CWPP to LSD within 10 working days from receipt of the draft document. Cochise County will make the draft Cochise County CWPP available to the public on the County's website and other outlets the County desires. Cochise County will forward public comments received to LSD to be incorporated into the final Cochise County CWPP.

Task 9: Final CWPP. LSD will work with the Countywide Core Team to address comments on the draft CWPP and

incorporate public comments as appropriate, into the final Cochise County CWPP. LSD will work with the Countywide Core Team to produce a strategy that will lead to the timely approval and concurrence on the final Cochise County CWPP by the following:

- Cochise County Board of Supervisors
- Municipal officials from all incorporated communities identified as at-risk
- All affected fire departments or districts
- ASF
- Gila District BLM
- CNF, Sierra Vista Ranger District
- NPS, Coronado National Memorial
- NPS Chiricahua National Monument

We estimate the final Cochise County CWPP will not exceed 90 pages, including maps. LSD will provide the final Cochise County CWPP version in print and digital format. LSD will assist the Countywide Core Team in developing a news release for public notification and for the 30-day public review of the Cochise County CWPP. LSD will provide one copy of the final approved CWPP, including maps and graphics to Cochise County in electronic and printed copy. Disc format will be Microsoft® Word 2007 or earlier version, or other agreed-upon electronic format. LSD will also provide Geographic Information System (GIS) data of all maps used in the final Cochise County CWPP and will be compatible with ESRI ArcGIS software. LSD will place an electronic copy of the final Cochise County CWPP on the established FTP site for availability to the Countywide Core Team.

We assume the Countywide Core Team will review public comments and provide edits to the draft CWPP to LSD within 10 working days from receipt of the summary of the public comments. LSD will have 14 working days to incorporate those edits into the final Cochise County CWPP.

Exhibit "A" - Scope of Services PSA 14-08-BOS-04

PROPOSED SCHEDULE

Date	Facilitation	Analysis	CWPP
September 2013	Countywide Core Team Kickoff Meeting <ul style="list-style-type: none"> ▪ Establish Countywide Core Team members, and review of CWPP process ▪ Timeline and meeting dates ▪ At-risk communities ▪ WUI risk assessment components 	Assemble Core planning team and geographical analysis area of the CWPP	Mission and policy direction of the CWPP <ul style="list-style-type: none"> ▪ Section 1, <i>Introduction, Purpose and Need</i> ▪ <i>Discuss influencing factors and components for risk analyses</i>
October 2013	Countywide Core Team Meeting 1 <ul style="list-style-type: none"> ▪ Vegetation maps concurrence, community values and risk agreement ▪ Begin discussion of cost estimates, treatments, prevention, and outreach ▪ Discuss priority implementation, cost and monitoring 	<ul style="list-style-type: none"> ▪ Initial base map of analysis area critical infrastructure locations and descriptions ▪ Initiate risk complex maps for vegetative fuel components, fire history, and community values type and locations 	<ul style="list-style-type: none"> ▪ Review Section 1 based on Countywide Core Team comments ▪ Introduce Section 2, <i>Community Risk Assessment and Emergency Management</i> ▪ First two sections placed on the FTP site for editing and comments
November 2013	Countywide Core Team Meeting 2 <ul style="list-style-type: none"> ▪ Final input into management areas and risk mitigation programs ▪ Initiate comment on action plan and assessment strategies ▪ Initiate discussion on approval schedule and process 	<ul style="list-style-type: none"> ▪ Complete all risk component maps, including areas of wildland fuel hazards, at-risk community values, previous wildfire ignition point data, land ownership, cumulative risk map ▪ Finalize treatments map ▪ Finalize management areas map 	<ul style="list-style-type: none"> ▪ Initial Section 3, Community Risk Mitigation Plan ▪ Section 4, CWPP Priorities: Action Recommendations and Implementation ▪ Section 5, Monitoring Plan ▪ Section 6 Signature pages ▪ Remaining sections placed on FTP site for editing and comments
December 2013	Countywide Core Team and Local Working Group Meeting 3 <ul style="list-style-type: none"> ▪ Review and concur on draft comments on content, layout, and document design ▪ Schedule and conduct public meeting in Sierra Vista 	<ul style="list-style-type: none"> ▪ Provide Interim Draft CWPP documentation to Countywide Core Team for review and comment ▪ Produce public review draft and make available for 30 day public review 	<ul style="list-style-type: none"> ▪ Make final inputs to agency Pre-Draft CWPP ▪ Begin discussing <i>Declaration of Agreement and Concurrence</i> and approval schedule ▪ Complete document editing for Public Review Draft CWPP
February 2014	Final Cochise Countywide Core Team CWPP Meeting <ul style="list-style-type: none"> ▪ Review and concur on final comments on content, layout, and document design ▪ Approval and concurrence process 	<ul style="list-style-type: none"> ▪ Final edits including public comment, for Countywide Core Team review and editing into final document ▪ Schedule approval of local governments, fire chiefs, and submission to State Forester, CNF, NPS, and BLM 	<ul style="list-style-type: none"> ▪ Final CWPP production ▪ Gain concurrence on signature page and approval/concurrence process

Exhibit "B" - Fee Schedule PSA 14-08-BOS-04

COST ESTIMATE SUMMARY

The estimated cost for the Cochise County CWPP is \$39,620.00.

Task 1: Includes five Countywide Core Team meetings in Sierra Vista consisting on of one project kickoff and four local working group meetings and will complete Tasks 1, 2 and 3, as described in our Scope of Services

Task 2: Includes the analysis of each community (estimated to be up to 12 in the initial analysis) and will complete Tasks 4, 5, 6, and 7, as described in our Scope of Services

Task 3: Includes writing, editing and document production of the draft Cochise County CWPP including each community and countywide narrative and will complete Task 8, as described in our Scope of Services

Task 4: Includes editing, including agency and public comment, document production of the Final Cochise County CWPP and will complete Task 9, as described in our Scope of Services

Task 5: Direct expenses include travel costs for the Countywide Core Team meetings, and document production

Tasks	Estimated Hours to Complete	Estimated Cost per Task	Percent of Total Project
Task 1: Project coordination, Countywide Core Team and public involvement	80 hours	\$ 8,425	21%
Task 2: Analysis	124 hours	\$ 11,560	29 %
Task 3: Draft CWPP document writing	145 hours	\$ 13,080	33 %
Task 4: Final CWPP document writing	66 hours	\$ 5,800	15 %
Task 5: Expenses	-----	\$ 755	2 %
Total		\$ 39,620	100%

IN CLOSING

LSD's experienced professionals' value mastering diverse new challenges. We are excited by the opportunity to build a strong and successful relationship with Cochise County by being selected for the Cochise County CWPP project. The individuals identified in this proposal are committed to completing this project with the highest levels of skill and enthusiasm. They will strive to meet all schedule requirements and to exceed your quality expectations. In addition, due to the quality of our wildland fire planning staff, the quality of our CWPPs, and the timeframe in which they were completed.

LSD received an Honor Award from the American Society for Landscape Architects for the *Community Wildfire Protection Plan for At-Risk Communities of the Sitgreaves National Forest in Apache, Coconino, and Navajo Counties*. The *Community Wildfire Protection Plan for At-Risk Communities of the Sitgreaves National Forest in Apache, Coconino, and Navajo Counties* received the National Fire Plan Award for community collaboration in 2005. In 2011 the Maricopa County CWPP received the prestigious Valley Forward Livable Communities Award. Additionally the *Community Wildfire Protection Plan for At-Risk Communities of the Sitgreaves National Forest in Apache, Coconino, and Navajo Counties* was studied and reported on within the prestigious Journal of Forestry. As reported in this research study (Fleeger, William E. 2008. Community Wildfire Protection Planning in the Arizona White Mountains. Journal of Forestry. March 2008) "This case study reveals a post history collaboration to address the issue of wildfire along with high levels cooperation among all levels of government and community stakeholders. The communities of the Sitgreaves National Forest successfully established an inclusive and multijurisdictional planning process and effective procedures for intergovernmental cooperation to mitigate the wildfire risk. The Sitgreaves CWPP provides an excellent example of an effective community-based planning effort to mitigate the wildfire threat."

We are prepared to become an integral, effective member of the collaboration team and want to be a key player in meeting the needs of Cochise County. Within this proposal, we hope that we have demonstrated LSD's experience, reliability, and commitment and that our philosophy and attitude make us the best choice for assisting Cochise County in the completion of the Cochise County CWPP.