

CANYON COUNTY EMERGENCY OPERATIONS PLAN **CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT between High Focus, LLC with a principal address of 3645 Rim Road, New Meadows, Idaho 83654 ("Consultant") and Canyon County, a political subdivision of the state of Idaho, having offices at 1115 Albany Street, Caldwell, Idaho 83605 ("County") is effective on the date it has been executed by both Parties.

WHEREAS, County, through the Canyon County Emergency Management ("CCEM") recognizes the need for an updated Emergency Operations Plan ("EOP") to maintain eligibility for emergency preparedness and homeland security grant opportunities ("Project"); and

WHEREAS, County received aid from the Emergency Management Performance Grant to assist with a portion of costs related to the Project; and

WHEREAS, County has determined that Consultant's proposal, attached as "Attachment 1", is responsive to the priorities of the Project and the needs of the County.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby understand and agree as follows:

1. PURPOSE:

- 1.1 County retains Consultant as an independent contractor to act as an EOP consultant and to provide an update to the County's EOP that correlates to the dynamic growth and infrastructure changes since the adoption of the current EOP in 2019.
- 1.2 Consultant agrees to provide all materials and services for the Project as requested by the County and Consultant's proposal, included as "Attachment 1" and incorporated fully into this Agreement.

2. CONSULTANT REPRESENTATIONS:

- 2.1 Consultant has become familiar with the work to be performed, the needs of County and its necessary emergency operation efforts, and will create an EOP with public and professional input and involvement.
- 2.2 As detailed in Attachment 1, Consultant will perform its duties in four phases: (1) Gap Analysis-20%; (2) EOP Base Plan-50%; (3) EOP Plan Annexes-20%; and (4) County (CCEM) Acceptance-10%. Percentages are the amount of time expected for the phase to take in relation to the total Project timeline.
- 2.2 Consultant is familiar with and can satisfy all federal, state, and local laws and regulations that may affect cost, progress, and performance of the project. Consultant agrees to comply with all federal, state, city, and local laws, rules and regulations.

- 2.3 The project specifications and this Agreement sufficiently detail the work required and convey understanding of all terms and conditions for performance and furnishing of the work.
- 2.4 Consultant warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. Consultant acknowledges that it will be liable for any breach of this warranty.
- 2.5 Consultant represents that neither it nor any of its principals is related to a County Commissioner or other Canyon County official by blood or marriage within the second degree of kindred.

3. **COMPENSATION:**

- 3.1 County agrees to pay Consultant for the services described by this Agreement an amount not to exceed the sum of **One Hundred Thousand Dollars (\$100,000.00)**.
- 3.2 Notwithstanding Attachment 1, the County shall pay Consultant in two equal payments of fifty thousand dollars (\$50,000.00). Consultant shall submit the first invoice for payment during October 2024 (month one of the Project). Consultant shall submit the second payment invoice upon completion of the Project.
- 3.3 Consultant shall submit invoices to:

Canyon County Commissioners
1115 Albany Street
Caldwell, Idaho 83605

4. **TIME OF PERFORMANCE:**

- 4.1 Time is of the essence in the performance of the work as specified in this Agreement.
- 4.2 Upon execution of this Agreement, Consultant will start the Project immediately and will complete the Project by providing all EOP updates and services no later than twelve months from the date this Agreement is effective. Any unforeseen stoppages of work beyond Consultant's control will require the completion date to be modified.

5. **INSURANCE:**

- 5.1 Consultant shall provide proof of liability coverage to the satisfaction of the County that all liability arising out of or related to Consultant's work on the Project will be covered prior to commencing its performance as herein provided, and require notify County ten (10) days prior to cancellation of said policy.

- 5.2 Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant may employ, and provide proof to County of such coverage or that such worker's compensation insurance is not required under the circumstances.

6. INDEMNIFICATION:

- 6.1 Consultant agrees to indemnify, defend, and hold harmless County, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Consultant, Consultant's agents, employees, or representatives under this Agreement.

7. INDEPENDENT CONTRACTOR:

- 7.1 The parties agree that Consultant is an independent contractor and in no way an employee or agent of County and is not entitled to worker's compensation or any benefit of employment with County.
- 7.2 County shall have no control over the performance of this Agreement by Consultant or its employees, except to specify the time and place of performance, and the results to be achieved. County shall have no responsibility for security or protection of Consultant supplies or equipment.
- 7.3 Consultant has no actual or apparent authority to bind the County in any manner, unless specified in writing by the County Board of Commissioners. Any and all liabilities and obligations of any kind undertaken without the express written approval of the County, including consequential damages, will be the sole responsibility of Consultant.

8. PERSONNEL AND SECURITY REQUIREMENTS:

- 8.1 Consultant reserves the right to designate its resources and personnel in every situation. Notwithstanding the above, Consultant shall provide a list of the individuals assigned to the project team to County.
- 8.2 County shall have the right to direct removal of a Consultant employee for cause, if in the opinion of County, such employee demonstrates non-performance or inappropriate conduct, which jeopardizes security, safety, or other Agreement requirements, or fails to pass the initial jail background check. County shall provide Consultant with written justification as to the reason(s) for the directed removal.


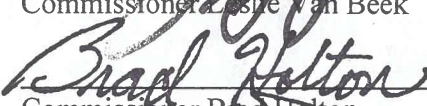
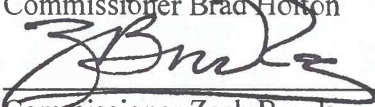
9. **MISCELLANEOUS:**

- 9.1 The Agreement shall be interpreted, and rights of the Parties determined, under the laws of the State of Idaho. The venue of any claim, litigation, or cause of action between the Parties shall be in the Third Judicial District Court of the State of Idaho in Canyon County.
- 9.2 Contractor hereby certifies compliance with the following laws:
- 9.2.1 Idaho Code § 67-2359. Contractor is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China.
- 9.2.2 Idaho Code § 67-2346. (1) Contractor is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control; or (2) County's payments under the Contract will not exceed One Hundred Thousand Dollars (\$100,000); or (3) Contractor does not employ more than nine persons.
- 9.3 The terms of this Agreement are severable. Should a court of competent jurisdiction decide that any portion of this Agreement is unlawful or invalid, said decision shall only affect those specific sections and the remaining portions of this Agreement shall remain in full force and effect.
- 9.4 This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
- 9.5 Consultant shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.
- 9.6 Subject to Article 8, Sections 3 and 4 of the Idaho Constitution and all other non-appropriation law in relation thereto, County will duly and punctually pay the amounts to satisfy its obligations required under this Agreement, recognizing that time is of the essence. If non-appropriation occurs, this Agreement shall automatically terminate and all future rights and liabilities of the parties hereto shall thereupon cease upon Consultant's receipt of original notice from County informing Consultant of that event.
- 9.7 This contract may be terminated at the option of County upon giving thirty (30) days' notice in writing to the Consultant. If the termination is without cause, there will be return of any payments already made under this Agreement. Future payments may be prorated at the discretion of the County.

DATED this 26th day of September, 2024.

BOARD OF CANYON COUNTY COMMISSIONERS

☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below


	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<u>/</u>	_____	_____
 _____ Commissioner Brad Holton	<u>/</u>	_____	_____
 _____ Commissioner Zach Brooks	<u>/</u>	_____	_____

ATTEST: RICK HOGABOAM, CLERK

By: U Ross
Deputy Clerk

DATED this 23rd day of September, 2024.

High Focus LLC



Representative



Proposal

CCEM 24-02

September 16, 2024,

FOR: PROJECT CCHF24-02

Update current Canyon County Emergency
Operations Plan and annexes

TO:

Christine Wendelsdorf, Emergency Manager
Canyon County Emergency Management
1115 E. Albany St.
Caldwell, ID 83605

DESCRIPTION

Situation

Canyon County Emergency Management within the Canyon County Sheriff's Office recognizes the need for an updated Emergency Operations Plan (EOP) and Annexes that reflect the current, primary Threats and Hazards in Canyon County. The existing EOP was last updated and adopted in 2019. For Canyon County to maintain eligibility for emergency preparedness and homeland security grant opportunities and remain in compliance with Idaho State Statute, the EOP needs to be updated to more accurately address the evolving threats and hazards as well as changes in local disaster response capabilities. The updated EOP also must account for the substantial projected requirements per the FEMA emergency management grant funding program which sustains the emergency management functions within this department.

Mission

The expectation of this service agreement between the Canyon County Sheriff's Office and High Focus LLC is to assist Canyon County Emergency Management with updating and acceptance of a current Canyon County Emergency Operation Plan that correlates to the dynamic growth and infrastructure changes since the adoption of the 2019 EOP.

Execution

The service agreement will be executed through four phases.

Phase 1- Gap Analysis - High Focus personnel will deliver a survey to entities and individuals selected by Canyon County Emergency Management to identify needs and expectations of an EOP for Canyon County.

Phase 2- EOP Base Plan- Following the survey, CCEM and HF personnel will analyze results to determine the highest priority threats, hazards, response capabilities, and mitigation efforts to be included in the EOP. These items will be incorporated into the current and updated Canyon County EOP.

Phase 3- EOP Plan Annexes – Primary Threat and Hazard Annexes will be developed as response checklists and expectations for Canyon County entities and agencies during a crisis.

Phase 4- CCEM Acceptance – Each phase of the service agreement results in a product provided to Canyon County Sheriff's Office from High Focus. Each product will be given a 14-day timeline for review and changes, or it is considered accepted. The final product, EOP and Annexes, will have a 21-day review timeline for changes or it is considered accepted.

Administration

The service agreement will be managed between High Focus LLC and the Canyon County Emergency Manager, or their designee. High Focus LLC will provide monthly updates and opportunities for review to CCEM. The EOP and annexes will mirror best practice emergency management operations plans and work in tandem with CCEM for timely processes.

Concept of operations

The estimated total project timeline is 12 months. Listed below is a description of how long each phase is expected to take for completion.

Phase One. 20% of total project

Gap Analyses

Months 1-3

Phase Two. 50% of total project

EOP Base Plan

Months 3-9 months

Phase Three. 20% of total project

EOP Plan Annexes

Months 9 - 11 months

Phase Four 10% of total project

Final EOP Plan review and acceptance

Months 11-12 months

Total project timeline is 12 months.

Total Cost is \$100,000. Payable in two sums during service month 01, and month 10 equaling the cost total.

THANK YOU FOR YOUR BUSINESS AND SERVING YOUR
COMMUNITY

TOTAL	\$100,000.00
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H Eugene Smith/High Focus LLC

Date_____

Sheriff Donahue/Canyon County

Date_____

Christine Wendelsdorf
Canyon County Emergency Manager

Date_____