This services agreement (the agreement) is made effective March 1st, 2023 by and between Fair Winds Consulting, LLC and Gilliam County Fire Services.

**THE PARTIES AGREE AS FOLLOWS:**

**Scope of Services**

1.1 Fair Winds Consulting LLC (from here on referred to as Fair Winds) will provide Gilliam County Fire Services with consulting services as mutually agreed upon and described in the attached statement of work. All consulting services to be provided hereunder will be referred to as services.

* 1. Statements of work will be written documents setting forth at a minimum:
1. A complete, sufficiently detailed description of the types of services to be rendered.
2. The applicable billing rates for the services to be rendered (service fees).
3. Any additional terms and conditions to which the parties may agree.

1.3 The parties contemplate that it may be desirable to make changes to the statement(s) of work. Before performing any work associated with any such change, a written change order shall set forth the necessary revisions to the statements(s) of work, and the parties, shall agree in writing that such work constitutes a change from the original statement of work, as amended, and that they further agree to the change provisions set forth in the change order. Each change order shall be numbered serially and executed by Fair Winds and Gilliam County Fire Services.

1.4 Executive staff of Gilliam County Fire Services and Fair Winds will review the status of the services, statement(s) of work, change orders, invoices and estimates as may be required.

**Obligations**

2.1 Gilliam County Fire Services will provide other support services as both they and Fair Winds subsequently agree.

**Services and Fees and Expenses**

3.1 Gilliam County Fire Services shall be responsible for all service fees as identified in the applicable statement of work (and change orders, as applicable) as those services are provided.

3.2 Fair Winds Consulting will invoice Gilliam County Fire Services on the last day of the month for services performed. Gilliam County Fire Services agrees to remit full payments promptly upon its receipt of the invoice.

**Term and Termination**

4.1 This agreement shall commence as of the agreement date above and shall remain in force until the project is complete.

**Proprietary Rights: Confidential Information**

5.1 Fair Winds agrees that the work products from the services provided to Gilliam County Fire Services shall be owned by Gilliam County Fire Services. Nothing contained in this section 5.1 shall be construed as prohibiting Fair Winds from utilizing in any manner, knowledge, templates and experienced of a general nature acquired in the performance of services for Gilliam County Fire Services.

5.2 Confidential information includes all information identified by a disclosing party as proprietary and confidential, which confidential information shall remain the sole property of the disclosing party unless the ownership of such confidential information is otherwise expressly set forth in the agreement. Items will not be considered confidential information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the confidential information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

5.3 Each party agrees that it shall not use for any purpose or disclose to any third party any confidential information of the other party without the express written consent of the other party. Each party agrees to safeguard the confidential information of the other party against use or disclosure other than as authorized by or pursuant to this agreement through measures, and exercising a degree of care, which are at least as protective as those Fair Winds or Gilliam County Fire Services, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party shall permit access to the confidential information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms of equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party’s rights under this agreement.

5.4 Each party acknowledges that the wrongful use or disclosure of confidential information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Section 5, the non-breaching party may immediately terminate this agreement without liability to the other party, and may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching party reasonable legal fees and cost in addition to other appropriate relief.

**Warranties**

6.1 Fair Winds warrants that the services to be provided under this agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices. Gilliam County Fire Services agrees that Fair Wind’s sole and exclusive obligation with respect to the services covered by this limited warranty shall be, at Fair Wind’s sole discretion, to correct the nonconformity or to refund the service fees paid for the affected executive consulting services.

**General Provisions**

7.1 The relationship of Gilliam County Fire Services and Fair Winds is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever, and are not entitled to any employee benefits of the other party.

7.2 No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this agreement to the extent caused by force majeure.

7.3 Any assignment in violation of these terms is void.

7.4 Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be conclusively resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorney fees, unless the arbitration award specifically provides otherwise.

7.5 All communications between the parties with respect to any of the provisions of this agreement shall be in writing, and shall be sent by personal delivery, airmail or e-mail to Gilliam County Fire Services or to Fair Winds as set forth in the preamble of this agreement, until such time as either party provided the other not less than ten (10) days prior written notice of a change of address in accordance with these provisions.

7.6 The validity of this agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the state of Oregon; provided, however, that if any provision of the agreement is determined by a court competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable under such law be deemed null and void, but this agreement shall otherwise remain in full force. After arbitration, as specified in Section 7.4, any suit to enforce any provision of this agreement, or any right, remedy or other matter arising from the arbitration, will be brought exclusively in the state or federal courts located in Oregon. Fair Winds and Gilliam County Fire Services agree and consent to the venue in and to the in-person jurisdiction of the aforementioned courts.

7.8 This agreement, all attached schedules, and all other agreements referred to herein or to be delivered by the parties pursuant hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other agreement or understanding which may have existed between the parties to the extent that any such agreement or understanding relates to providing services to Gilliam County Fire Services. Gilliam County Fire Services hereby acknowledges that it has not reasonably relied on any other representation or statement that is not contained in this agreement or made by a person or entity other than Fair Winds. To the extent, if any, that the terms and conditions of Gilliam County Fire Service’s orders or other correspondence are inconsistent with this agreement, this agreement shall control.

IN WITNESS WEROF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the agreement date first above written.

Employer Information

Company name: Gilliam County Fire Services

Job Title:

Signature: Date:

Consultant Information

Company Name: Fair Winds Consulting, LLC

Consultant Name: Cori Mikkalo

Signature: Date:

**Statement of Work**

This statement of work is made effective 01MAR2023, by and between Fair Winds Consulting, LLC (from here on referred to as Contractor) and Gilliam County Fire Services.

1. Contractor will serve as the Gilliam County Fire Resilience Coordinator and will kickstart Community Wildfire Protection Plan project implementation and facilitate coordination of county-wide wildfire adaptation efforts.
2. The final deliverable for this project will be an actionable county-wide wildfire hazard assessment and fuel mitigation plan that has been reviewed by stakeholders.
3. Contractor will attend a monthly check in meeting with Gilliam County Fire Services and OSFM Agency Representative for regular project status updates and to identify any modifications to expected timeline and deliverables.
4. The contractor will write a county-wide wildfire hazard assessment, which will include identifying response vulnerabilities and locations for fuel break development around vulnerable communities including, but not limited to Arlington, Condon and Lonerock, to be delivered as a draft document for stakeholder review. The document must evaluate and make recommendations for decreasing wildfire hazard regarding the following characteristics:
	1. Access-how difficult is it for emergency equipment to access fire-prone neighborhoods and structures? How difficult would it be for residents to evacuate?
	2. Vegetation-how flammable is the vegetation and how close is it to structures?
	3. Building construction-are homes and structures made of fire-resistant building materials? Do the homes and structures follow structure ignition zone or defensible space best practices?
	4. Fire Protection-how far is the nearest fire station? Estimated response time? Fire hydrants or dedicated water sources for fire suppression available?
	5. Utilities-what utilities are near communities and vulnerable to wildfire impacts? Do they represent an ignition hazard?
	6. Additional factors, such as undeveloped lots interspersed with homes, ignition hazards from agricultural and industrial activity.
	7. The hazard assessment shall also establish a fuel mitigation plan for maintaining fuel breaks around high-risk areas, including access roads, water sources and access to water sources. In this mitigation plan list out critical infrastructure for the Cities of Arlington, Condon Lonerock and the County as a whole. The critical infrastructure in the County includes, but is not limited to: Gilliam County Fair Grounds, South Gilliam County Rural Fire Protection District Fire Hall, North Gilliam County Rural Fire Protection District Fire Hall, 911 dispatch center in Condon, Highway 19, Highway 206, I-84 access ramps, local water pumping stations and distribution centers, power generation, transmission and distribution infrastructure and sewage pumping stations.
5. The initial timeline for this project is:
	1. May2023: Initial draft due.
	2. July 2023: Revised draft expected.
	3. August/September 2023: Draft revisions, stakeholder feedback acquired.
	4. October 31, 2023: Final deliverables produced.
6. Identify funding streams for implementation funds and continuation of position (where possible) to be delivered as a memo to OSFM and local governing boards, including but not limited to Gilliam County Fire Services’ governing board.

**Billing Rate:** The project is billed as an hourly position for the Gilliam County Fire Resilience Coordinator, with an hourly rate of $115.

The arrangement is for 30 hours per week for this project for 8 months, for a total of $115,920. The monthly billing rate will be $14,490. The period of performance is March 1st thru October 31st, with final payment being due on October 31st.

Invoices will be provided on the last day of the month, with payment due upon receipt.

Completion date: October 31, 2023

This statement of work serves as an exhibit to the services agreement.

Agreed and Accepted:

Company Name:

Representative Name:

Job Title:

Signature: Date:

Consulting Company Name: Fair Winds Consulting, LLC

Consultant Name: Cori Mikkalo

Signature: Date