

Request for Board of Commissioners' Action

From: Faye Hughes, County Administrator **Date:** June 2, 2017

Subject: SGRC – Professional Services Contract **Item Number:** VIII-G

During the March 6, 2017 meeting, the board was informed that the Hazard Mitigation Assistance Award had been approved in the amount of \$24,000. And, the board agreed to fund the local share of the multi-jurisdictional Hazard Mitigation Plan update (\$6,000). Attached you will find the SGRC's Professional Services Contract to perform the update of the multi-jurisdictional Hazard Mitigation Plan.

The Chairman will need a motion to approve the SGRC Professional Services contract for the multi-jurisdictional Hazard Mitigation Plan update, and authorize his endorsement on the same.

Motion made by _____

Second made by _____

Any discussion: _____

Votes _____ yes _____ no

Motion carried/ failed

**STATE OF GEORGIA
COOK COUNTY**

**AGREEMENT FOR PROFESSIONAL PLANNING SERVICES
TO PREPARE HAZARD MITIGATION PLAN**

This contract, made and entered into this _____ day of _____, 2017, by and between the **COOK COUNTY BOARD OF COMMISSIONERS**, hereinafter referred to as “**County**,” and the **SOUTHERN GEORGIA REGIONAL COMMISSION**, and hereinafter referred to as “**SGRC**”.

WITNESSETH THAT:

WHEREAS, the County has determined a need for assistance in preparing the update to their Multi-Jurisdictional Hazard Mitigation Plan (“the Plan”); and

WHEREAS, the County desires that the SGRC provide professional services with respect to the preparation, review, and revision of the plan; and

WHEREAS, the SGRC is staffed with professional planners with the expertise and experience to prepare, review, and revise the plan during the specified period established by the County;

THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties do hereby contract and agree as follows:

1. PERFORMANCE OF SERVICES: The County hereby agrees to engage the SGRC and the SGRC hereby agrees to perform the services stipulated in this agreement in accordance with the terms and conditions contained herein.

- a) The contract shall commence upon execution by all parties on June 1st, 2017 and terminates on June 30th, 2019, unless extended by mutual agreement of the SGRC and the County.
- b) The County hereby agrees that its officials and employees shall cooperate with the SGRC in the discharge of the SGRC’s responsibilities under this contract and shall be available for consultation at such times as may be mutually agreeable to all parties. The County shall be responsible for ensuring that all data, reports, plans, ordinances, records, maps, and other information requested shall be made available to the SGRC as outlined in the scope of work.
- c) The County recognizes that the SGRC’s performance is directly dependent on cooperation of the County officials and timeliness in submitting materials specified in the contract. The materials provided to the SGRC shall be complete, accurate, and in the format requested. Should information not be provided to the SGRC in a timely manner, the project completion date may be extended, which in turn, may increase the project cost.
- d) The SGRC shall consider the receipt of this contract, signed and executed, as the official notice to proceed.

2. SCOPE OF WORK: The SGRC shall provide the County with a final draft plan that meets both GEMA and FEMA approval guidelines. The Plan shall contain each of the following elements at a minimum:

- a) Executive Summary
- b) Description of the Planning Process and Participants
 - Identify any jurisdictions that participated in the planning for the previous plan but did not participate in the update.
 - Describe the process used to review and analyze each section of the plan, as well as the process used to determine if a section warranted an update.
- c) Goals and Objectives Setting
 - This update is an opportunity for jurisdictions to reconsider the goals and objectives. For goals and actions that remain, the plan must document that they were re-evaluated and deemed valid and effective.
 - Goals and objectives shall include the community's strategy for new or continued NFIP participation. Continue to use the "STAPLEE Criteria" (Social, Technical, Administrative, Political, Legal, Economic, and Environmental), or incorporate the STAPLEE Criteria if not previously used to assess the value of and develop an understanding of the cost effectiveness of mitigation action steps. Update Action Items. If actions remain unchanged, the updated plan must indicate why changes are not necessary.
- d) Hazard and Risk Assessment
 - Address any newly identified hazards that pose a more significant threat than was apparent when the previously approved plan was prepared.
 - Discuss new occurrences of hazard events and update the probability of future occurrences.
 - Incorporate new information where data deficiencies were identified in the previous plan, or if the data deficiencies remain unresolved, explain why they remain unresolved and include a schedule to resolve the issue.
 - Include current inventory of existing and proposed buildings, infrastructure, and critical facilities in hazard areas, including existing NFIP repetitive loss structures. The community will determine how far into the future they wish to go in considering proposed buildings and Critical Facilities based on and timed with the data gathering phase of their comprehensive plan or land use plan update.
 - The loss estimate to be updated to reflect any changes to the hazard profile and/or the inventory of structures. Any changes to analysis methodologies must be noted. Any previously noted data deficiencies should be updated or explained.
 - Include a general overview of land uses and types of development occurring within the community and accent any new information.
 - If there are changes in the risk assessment or the vulnerability of the community to the hazards, the information must be attributed to the appropriate jurisdiction(s) or to the whole planning area, whichever applies.

- Each jurisdiction's risks must be assessed where they vary from the risks facing the entire county.
- Continue to use all available tool sets and data as the GMIS is enhanced (for example: repetitive losses...)

e) Mitigation Strategies and Activities

- SGRC shall prepare a section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.
- The updated hazard mitigation strategy shall include a description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.
- The plan should describe vulnerability in terms of providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.
- Shall include evaluation and prioritization for any new mitigation action steps

f) Draft and Final Plans

- SGRC shall prepare an action plan describing how the actions identified will be prioritized, implemented, funded, and administered by the local jurisdictions. Since this is a multi-jurisdictional plan, the SGRC shall prepare identifiable action items specific to each jurisdiction.
- SGRC shall prepare a draft plan for review by the County, other stakeholders and the public.
- SGRC shall incorporate comments from the draft plan into the final plan for presentation to the County Commission and City Councils of each participating municipality.

g) Plan Adoption

- SGRC shall continue to work with the communities through the final adoption and approval phases by local and state government, and FEMA.
- The plan will be submitted to GEMA for review and recommendation prior to adoption.
- Once approved by GEMA the plan will be submitted for FEMA review and approval.
- Upon approval from FEMA, the county and participating municipalities will adopt the plan.

h) Plan Implementation

- SGRC shall prepare cost estimates for all recommended projects and shall identify possible funding sources to implement recommended projects.
- Describe other planning mechanisms or ordinances that this plan will be incorporated into.

i) Plan Maintenance

- SGRC shall include a section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle and also how the community public participation in the plan maintenance process.
- SGRC will include an analysis of whether the previously approved plan's method and schedule for monitoring, evaluating, and updating the plan worked, and what elements or processes, if any, were changed; and discuss the method and schedule to be used over the next five years.
- Describe how the community was kept involved during the plan maintenance process over the previous five years, within the planning process section of the plan update.
- The plan maintenance section shall describe how the community will involve the public during the plan maintenance process over the next five years.

It should be noted that all sections of the Plan as presented shall be updated and the Plan shall remain in the same format, for update, as the existing Plan. Any additions to the plan shall be approved by the Committee. No deletions in content shall be made to the Plan without approval of the Committee. All charts, graphs, maps, tables, pictures, references, and informational materials, including those in the Appendices, within the Plan, shall be updated to present-day statistics/information.

The SGRC shall conduct at least two public meetings: 1) to identify issues and 2) to present the draft plan. This Plan shall meet the criteria of FEMA's Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 44CFR, Parts 201 and 206, enacted under Sec. 104 of the Disaster Mitigation Act of 2000 (DMA 2000).

Further, the Plan shall be compliant with Cook County's Grant Application for funding and the Grantee/Subgrantee Agreement. The Plan must follow GEMA's template.

Finally, the Plan must be compliant with all requirements of HMGP, PDM-C, and FEMA funding sources.

In addition to the plan outlined in the Scope of Work listed above, the Contractor will also provide Cook County with the following:

- A non-proprietary database in ArcView files to contain all the data collected.
- Provide 10 hard copies of the final draft plan and all data collected.

3. SERVICES TO BE PERFORMED BY THE COUNTY: The County agrees to furnish and provide to the SGRC the following specific items, and any and all other items necessary for completion of the services contemplated under this agreement:

- a) Provide full information, to the extent known, as to the hazard mitigation plan and provide copies of all correspondence pertaining to the project;
- b) Make available to SGRC staff any documents, reports, plans, data, studies, contracts, or agreements which are related to this project;
- c) The County shall designate a person to act as its representative with respect to the work to be performed under this agreement who shall have complete authority to

transmit instructions, receive information, interpret and define the policies and decisions with respect to the services covered by this agreement;

- d) County staff shall attend, participate in all meetings, and provide information necessary for the completion of a hazard mitigation plan;
- e) To fully disclose to the SGRC any and all possible conflicts of interest that may occur pertaining to the completion of the agreement and project.

4. PERSONNEL: The SGRC agrees that it employs, or will secure by outside contract, all personnel required to perform the services under this agreement in a competent, professional and prompt manner. All personnel employed shall remain employees of the SGRC and shall not be considered employees of the County.

5. RETENTION AND ACCESS OF RECORDS: The SGRC hereby agrees that it will allow access by the County and its auditors to any and all books, documents, papers and/or records of the RC which are directly related to this project for the purpose of making audits, examinations, excerpts, and transcriptions for a period of three (3) years following the project closing date.

6. COMPENSATION: The County shall compensate the SGRC for the services performed in accordance with Section 2, Scope of Work, of this contract in the amount of \$18,000.00, to be billed in two equal installments. The first installment will be billed upon 50% completion of the project, and the remaining installment upon project completion and approval by FEMA.

- a) The SGRC will not invoice the County in excess of the amount set forth without first obtaining written approval of the County.
- b) The County shall compensate the SGRC for conducting the professional services as specified in Section 2, *Scope of Work*, of this contract.
- c) Payment of invoices is due within thirty (30) days of the date of each invoice. Invoices shall be submitted to the County Emergency Management Agency Director.
- d) Payments shall be made to SGRC, Attn: Kelly Schultz, Finance Director, 327 W. Savannah Avenue, Valdosta Georgia 31601.
- e) A written notice shall be submitted by the SGRC to the County immediately should any invoice submitted for payment be outstanding greater than THIRTY (30) days.

7. SCHEDULE: The SGRC anticipates commencing work upon receiving notice to proceed, and completing work in accordance with the timeline provided.

8. CONTRACT TERM. The term of this agreement is from the date of execution until June 30th, 2019.

9. OBJECTIVITY OF RECOMMENDATIONS: The County understands that the SGRC shall make recommendations to the County based on its best professional judgments in the context of the stated project. Both to protect the County and to assure that the SGRC's work shall continue to be accepted as objective and impartial, it is understood that the SGRC's fee for the work under this project is not dependent on any specific conclusions.

10. CIVIL RIGHTS COMPLIANCE: The SGRC shall comply with Title VI of the Civil Rights Act of 1964 (Pub.L.88-352) and the regulations issued pursuant thereto (24CFR Part I), and any and all other Federal, State or Local regulations which may govern this Agreement or compliance therewith.

11. NON-COMPLIANCE, MODIFICATION, OR ABROGATION: In the event of the SGRC's and/or the County's noncompliance with the requirements of this contract, this contract may be canceled, terminated or suspended in whole or part.

Cancellation, termination or suspension of this contract must be in writing and reasons given for the action.

- a) If this contract is nullified, all finished or unfinished documents prepared by the SGRC under this contract shall, at the discretion of the County, become the County's property.
- b) The SGRC shall be entitled to compensation for any work completed on said project. Furthermore, upon termination the SGRC shall be held harmless, in the event of nullification, from its said responsibilities for the completion of such project.
- c) All modifications and changes to the contract shall be in writing. All changes must be agreed to and signed by both parties. E-mail and fax communications shall be considered legal and binding correspondence. The original Scope of Work, or the Project Timeline, may be altered by either party with written concurrence by both the SGRC and the County. The County agrees that it will reimburse the SGRC for all additional costs resulting from a Change which expands the original Scope of Work or time line.

12. OWNERSHIP OF DOCUMENTS: All documents developed by the SGRC as a result of this contract shall become the property of the County.

13. CONFIDENTIALITY: Any report, information, data, etc., given to, prepared or assembled by the SGRC, under this Contract, will not be made available to any individual or organization without the prior written approval of the County.

14. INDEMNIFICATION: The County shall indemnify and hold harmless the SGRC and its subcontractors, employees, agents, and representatives from and against any and all suits, additions, legal proceedings, claims, demands, damages, liabilities, costs and expenses, including attorney's fees arising out or in connection with or claimed to arise out of or in connection with any negligent or wrongful error, omission or act of the SGRC or anyone acting in its behalf in connection with or incident to this contract, or as a result of any work product of the SGRC.

15. PROJECT CONTACTS:

SGRC: Sherry Davidson Dir. of Community & Economic Development Southern Georgia Regional Commission 327 W. Savannah Avenue Valdosta, GA 31601 229-333-5277 ext. 123 sdavidson@sgrc.us	County: Lamar Ray Cook County E-911/EMA 3295 County Farm Rd Adel, Ga. 31620 229-896-4464 lray.cook911@yahoo.com
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IN WITNESS WHEREOF, the parties hereto have hereunto executed and, in duplicate, the day and year first above written.

COOK COUNTY BOARD OF COMMISSIONERS

By: _____
County Commission Chair

Date

SOUTHERN GEORGIA REGIONAL COMMISSION

By: _____
Lisa Cribb, Executive Director

Date

By: _____
Joyce Evans, Chair

Date