

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Foster Morrison Consulting, LLC

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Update Nevada County Multi-Jurisdictional All Hazard Mitigation Plan**

SUMMARY OF MATERIAL TERMS

- (§2) **Maximum Contract Price:** \$97,920
- (§3) **Contract Beginning Date:** 01/10/2017 **Contract Termination Date:** 05/30/2018
- (§4) **Liquidated Damages:** _____

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6) Commercial General Liability	(\$1,000,000)	<u>✓</u>	<u> </u>
(§7) Automobile Liability	(\$ 300,000) Personal Auto	<u> </u>	<u>✓</u>
	(\$1,000,000) Business Rated	<u> </u>	<u>✓</u>
	(\$1,000,000) Commercial Policy	<u>✓</u>	<u> </u>
(§8) Worker's Compensation		<u>✓</u>	<u> </u>
(§9) Errors and Omissions	(\$1,000,000)	<u>✓</u>	<u> </u>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

As required

NOTICE & IDENTIFICATION

(§26) Contractor: Foster Morrison Consulting, Ltd. 5628 W. Long Pl, Littleton, CA 80123 Contact Person: Jeanine Foster (303) 717-7171 e-mail:jeanine.foster@fostermorrison.com	County of Nevada: Office of Emergency Services 10014 N. Bloomfield Rd. Nevada City, CA 95959 Contact Person: John Gulserian (530) 265-1515 e-mail: john.gulserian@co.nevada.ca.us
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Contractor is a: (check all that apply)

Corporation:	<u> </u> Calif.,	<u> </u> Other,	<u>✓</u> LLC,	<u> </u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Individ.,	<u> </u> Dba,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes ✓ No

HIPAA: Schedule of Required Provisions (Exhibit D): Yes ✓ No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>✓</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>✓</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> </u>	<u>✓</u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u>✓</u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies

with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

- (i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage

determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

COUNTY OF NEVADA:

Name:
Title:

Honorable Dan Miller
Chair, Board of Supervisors

Dated: _____

Dated: _____

Attest: _____
Julie Patterson Hunter
Clerk of the Board

EXHIBIT "A"

SCHEDULE OF SERVICES

Contractor will provide services to develop a Local Hazard Mitigation Plan (LHMP) update for Nevada County and other participating jurisdictions that meets the requirements of the Federal Emergency Management Agency (FEMA) and the Disaster Mitigation Act of 2000 (DMA). Contractor will provide technical and administrative services to support the planning process. This will include scheduling and facilitating public meetings and Steering Committee meetings, coordinating communications, and preparing monthly status reports relative to the work, budget, and schedule. The contractor will work closely with the Nevada County Office of Emergency Services Program Manager throughout the process, and will follow the guidance provided in the [FEMA Local Mitigation Planning Handbook](#). The Contractor's work is expected to proceed according to the phases and tasks described below. Any modification of this approach must be approved by the County's Emergency Services Program Manager.

Phase I: Prerequisites and Planning Process

Task 1: Organize Resources, Steering Committee and Agency Coordination

As part of organizing resources and pre-planning for this project, Contractor and Nevada County will hold a conference call to review the project scope and schedule, discuss planning team participation and coordination and identify initial data sources and contacts, start initial data collection efforts and plan the Project Kickoff meeting.

Contractor will provide coordination among agencies through a Steering Committee formed by the County to assist in developing and reviewing the LHMP. Contractor will facilitate the work of this committee, which includes representatives from the County, the Cities of Grass Valley and Nevada City, the Town of Truckee, and special districts. Members of other public or private entities may also be included. Contractor will facilitate the Project Kickoff meeting with the Steering Committee.

Task 2: Coordinate with Other Agencies

Contractor will integrate the LHMP with other planning efforts that have been or are being undertaken by the County and other jurisdictions with an interest in the LHMP. This will require review of relevant documents such as the County's and involved jurisdictions' General Plans, Emergency Operations Plans, flood hazard mitigation plans, fire management plans and other relevant information identified through research and in coordination with the Steering Committee members.

Data Collection and Review

Contractor will work closely with the County and the Steering Committee to identify key resources and data to support the Plan Update. In accordance with DMA standards, the Plan Update will utilize best available data as pertaining to identified hazards of concern, risks, vulnerabilities, community assets and critical facilities, and existing community mitigation capabilities. The most current GIS datasets and assessor data will also be collected to support the risk analysis for the updated risk assessment.

Integration with Other Planning Efforts

Contractor will work with the County and Steering Committee to identify and review existing plans, programs, and policies from general plans, emergency operations plans, emergency management plans, community wildfire protection plans, floodplain management plans, watershed plans, stormwater master plans, capital improvement program planning and budgeting, and any other relevant documents. These plans will be evaluated for effectiveness and integrated into this LHMP Update as appropriate. In addition, past and ongoing integration efforts of the County's 2011 Hazard Mitigation Plan into other community planning efforts will be identified and described in this Update. Also as part of this task, Contractor will work to ensure that the LHMP Update is aligned with the goals, objectives, and priorities of

the 2013 State of California Hazard Mitigation Plan, or the 2016 State HMP Update as available.

Deliverables

- Identification, coordination with other agencies, organizations and stakeholders
- Identification, collection and review of relevant data
- Coordination and integration with existing planning mechanisms
- Assessment and documentation of past integration efforts of the County's existing Hazard Mitigation Plan

Task 3: Public Involvement

Contractor will work with the County and the Steering Committee to define a public information outreach strategy to ensure an effective public involvement process. Public involvement and outreach efforts will be designed to educate the public on identified risks and vulnerability to hazards and the hazard mitigation planning process in the Nevada County planning area. The public outreach process will focus on soliciting input from the public to better inform the Plan Update throughout the planning process and prior to submittal to Cal OES/FEMA.

Contractor will provide public outreach activities that will leverage existing community outreach mechanisms where available and may include inviting public stakeholders to serve on the Steering Committee as well as publicize the activities of the Steering Committee through the County's website, press releases to local media outlets, development of a survey for inclusion on the County website, presentations and outreach on the hazard mitigation planning process combined with other community meetings, and public meetings, and other outreach efforts to local public stakeholders.

In addition to the public outreach activities described above, two public meetings will be held for this LHMP Update. An early public meeting will be held at the beginning of the planning process to obtain input on the hazard issues and possible solutions. Another public meeting will also be held at the end of the planning process on the draft plan prior to submittal to Cal OES/FEMA for review and approval.

Deliverables

- Public Information Outreach Strategy
- Drafts of website, press releases, newsletters, survey etc.
- Development of additional materials and coordination for other public/community outreach activities
- Public meetings (2 public meetings held during the same time frame as Steering Committee meetings #1 and #5)

Phase II: Risk Assessment (Develop the Local Hazard Mitigation Plan)

Contractor will work with the County and Steering Committee to update the existing hazard risk assessment. This multi-hazard risk assessment update will include existing and new hazards identified by the Steering Committee and will use best available data to evaluate the risk and vulnerability from identified hazards that may affect or have historically affected the Nevada County planning area. Where hazards and risks vary across the planning area, the differences will be noted. Each participating jurisdiction will have an opportunity to identify and highlight those hazards of significance to their community, while the base risk assessment will include a comprehensive evaluation of all hazards of concern. As part of the updated risk assessment, an evaluation of climate change and its effects on identified hazards will be included. The updated risk assessment will assist the County in understanding and quantifying its risks and vulnerability to identified hazards and will form the basis of the updated mitigation strategy. As prescribed by DMA and Cal OES requirements, the risk assessment includes three primary components: 1) capability assessment; 2) hazard identification and profiles; and 3) vulnerability assessment.

Capability Assessment

Contractor will conduct a capability assessment to identify existing technical, financial, human resource, and other mitigation capabilities of the Nevada County planning area. By collecting information about existing programs, policies, plans, and regulations as they relate to hazard mitigation, Nevada County and the Steering Committee can assess those activities and measures already in place that mitigate risk and vulnerability to identified hazards. Understanding what mitigation measures are already in place and how well they are working will better inform the community on designing additional and more effective mitigation strategies for this Plan Update.

Examples of capabilities to be inventoried for this LHMP update include:

- General plans and other applicable planning documents and studies
- Local land use, zoning, and building codes and regulations
- Floodplain management ordinances
- CWPPs and “Firewise” mitigation activities
- Emergency operations and response plans, hazard-specific annexes, and mutual aid agreements
- Number and types of flood insurance policies
- Stormwater management plans and regulations
- Past mitigation projects and activities conducted throughout the planning area

Contractor will evaluate and document recent and ongoing mitigation projects implemented since the 2011 Plan. These would include a variety of mitigation projects being done under the 2008 CWPP and through other fire plans and groups, including projects completed by the Fire Safe Council of Nevada County; and projects being implemented through other planning mechanisms.

Task 4: Risk Assessment – Hazard Identification and Profiles

Contractor will work with the County and the Steering Committee to revisit the current list of hazards to determine if any new hazards should be included in the Plan Update or whether any existing hazards should drop out. Factors such as frequency and magnitude of past hazard occurrences, the likelihood of future occurrences, and the potential for devastating losses from a given hazard event will be considered when updating the hazard list. This will include an evaluation of the hazard history and potential for both the County and region to be affected by various hazards, starting with the hazards identified in the current Nevada County Hazard Mitigation Plan, as well as in existing plans, studies, and data available from local, state, and federal sources. The 2013 State of California Hazard Mitigation Plan or 2016 HMP Update will also be reviewed for their current list of hazards. The end result will be an updated list of hazards of concern to the planning area.

It is anticipated that some of the existing Nevada County hazards will be modified and enhanced and others added. The flood hazard will be addressed comprehensively and will utilize updated FEMA and other maps and data of flood hazard areas. The drought hazard will be added to the Plan and will include the water supply aspects of drought unique to the region. With Governor Brown’s 2014 Emergency Declaration for drought, updating this hazard profile will be critical in developing mitigation strategies for the County. Likewise, compounded by drought conditions and a constant concern in the Nevada County planning area, the wildfire hazard will be reevaluated and enhanced to reflect current conditions and to develop comprehensive, sustainable mitigation measures to reduce losses from this highest priority hazard. Close coordination with County Fire Districts, Nevada Fire Safe Council, CAL FIRE, and other groups will be a priority. In addition, climate change issues will be considered and addressed to the extent they affect or exacerbate identified hazards. Other enhancements to the hazard list and analysis will be addressed as necessary with input from the County, the Steering Committee, and other stakeholders to this plan. This plan will coordinate with other

existing and ongoing planning efforts, programs, and information in updating the risk assessment.

Once an updated hazard list has been determined, recent hazard events that occurred since the last plan will be added and an updated or new profile for each hazard will be developed. This profile will include: a description of the hazard and its location and extent; severity and magnitude of the hazard; potential impacts; previous occurrences; and hazard frequency, duration, speed of onset, and recurrence interval (probability of future events). The hazards will be delineated, mapped, and analyzed using GIS (as described further below) and/or other data and methodologies, as warranted, to identify and analyze areas within the County that are at risk and vulnerable to identified hazards. In addition to mapping each hazard alone, as data allows, a composite hazard map will be developed in GIS to identify areas within the County that are vulnerable to multiple hazards.

Utilizing the updated hazard identification and profiles, an initial prioritization of hazards will be conducted for each participating jurisdiction to rank the relative importance of each hazard for further consideration in the Plan Update process.

Deliverables

- Updated list of hazards
- Updated hazard identification and profiles section of the plan
- GIS mapping of each mapped hazard and a composite map of the County with all mapped hazards
- Initial prioritization of identified hazards

Task 5: Assess the Problem: Vulnerability Assessment

Contractor will conduct a vulnerability assessment to determine the vulnerability of participating jurisdictions and the planning area to identified hazards by evaluating available data and resources to determine the best approach and methodologies for analyzing community vulnerability to identified hazards of concern. Selected methodologies will include utilizing various loss estimation tools such as GIS mapping and analysis and Hazus runs to assist in quantifying and portraying the risk from identified hazards to support mitigation strategy development and future community planning decisions. The vulnerability assessment will assist in determining the relative significance of hazards including comparisons of potential losses for specific hazards and locations. This type of comparative analysis will assist Nevada County and participating jurisdictions in identifying and structuring viable mitigation projects and in prioritizing those projects for funding and implementation.

Asset Identification

Contractor will conduct an inventory of key community assets to evaluate and quantify, where possible, potential hazard-related losses to a planning area. Federal, state, local and community GIS resources, Nevada County assessor's data, and other best available data will be used to develop a comprehensive inventory of assets specific to each jurisdiction and located in identified hazard areas which will be displayed in area maps and tables as data permits. New National Flood Hazard Layer maps for the Nevada County planning area dated 5/19/2014 and other state level mapping such as California Department of Water Resources (DWR) Best Available Maps will be used for this analysis. Data, maps, and analyses included in the 2008 CWPP and will also be utilized for this effort. It is important to note the goal of using best available existing data where feasible and to supplement as appropriate and necessary. Contractor will work with the County and Steering Committee to identify existing County data and analyses. To the extent supported by available data, the following elements will be addressed for Nevada County and participating jurisdictions:

- Number, types, occupancy, and values of existing parcels and buildings in the Nevada County planning area and in mapped hazard areas, based on GIS and County Assessor data
- Identification of populations at risk
- All repetitive flood loss and severe repetitive flood loss properties
- Critical facilities, infrastructure, and services at risk

- Public buildings
- Special population centers
- Evacuation routes
- Estimate of average annual losses, per hazard
- Economic impact of potential losses
- Natural, cultural, and historic resources at risk, including natural and beneficial functions
- Land use, proposed structures, and development trends/constraints in for the planning area and in identified hazard areas
- Development occurring since the last plan in identified hazard areas

Estimate Potential Losses

Once the hazards and assets have been identified, profiled and located, Contractor will utilize established loss modeling techniques to estimate potential losses for potential hazard events. Depending on the specific hazard, and type and availability of data, a variety of loss estimation tools and analysis will be conducted and included in the Plan Update. For common hazards, such as flood and wildfire, Contractor can make use of methods from past work, from GIS overlays of hazard and parcel/assessor data, and from FEMA publications and models, specifically Hazus and other recognized methodologies. For hazards with insufficient data or tools for identifying vulnerable assets and estimating losses, other methods will be used to identify those geographical areas and assets most at risk. As data permits, maps and tables will be developed highlighting and detailing the most at-risk locations for the planning area by hazard, with the intent to show how risk varies across the planning area.

Analyze Development Trends

DMA planning requires an analysis of the existing built environment and future development relative to potential hazard impacts. Understanding the current land use, zoning, and future development plans and trends within a community is a key component of the risk assessment and will provide valuable information for determining viable mitigation strategies for this Plan Update. Contractor will evaluate past hazard areas and impacts against existing and trending land use patterns to provide an assessment of the vulnerability of certain areas and land uses to given hazard events. The results of this assessment will be used to provide critical information for developing a sound, forward-thinking mitigation strategy as well as determining where and how to grow in the future.

Multi-Jurisdictional Risk Assessment

Contractor will, in accordance with DMA requirements and the updated risk and vulnerability assessment, include an analysis of the risk and vulnerability of Nevada County and participating jurisdictions to identified hazards and will illustrate through updated maps, tables and other methods how the risk and vulnerability varies across the planning area and from jurisdiction to jurisdiction. This will include an assessment of risks that may be specific or unique to a city, special district or area within the planning areas.

Hazard Prioritization

Following completion of the risk assessment, Contractor will work with the County and Steering Committee to prioritize hazards of significance. This final prioritization process plan development will allow the County and participating jurisdictions to focus resources on significant hazards to the community to attain a more focused, achievable mitigation strategy for the plan. The results of the updated risk assessment will be presented at Steering Committee meeting #2.

Deliverables

- Updated risk assessment section of the plan, including capability assessment, hazard identification and profiles, and vulnerability assessment
- GIS and Hazus analysis (as data permits)
- Maps and tables of hazard areas, community assets, loss estimates and vulnerability analysis
- Presentation of risk assessment data at Steering Committee Meeting #2

Phase III: Develop Mitigation Strategy (Mitigation Plan)

Contractor will develop a complete plan draft that will document the mitigation planning process, document the results of the updated risk assessment, detail plan goals and objectives, and identify and prioritize mitigation actions designed to minimize the effects of hazards on the Nevada County planning area.

Task 6: Establish Hazard Mitigation Goals

Using the results of the updated risk assessment, the Steering Committee will revisit and update the goals and objectives from the existing plan. The updated goals and objectives will reflect the communities' long term vision to reduce the risk to people and property within the County and will focus on enhancing overall mitigation capabilities.

Contractor will work with the County and Steering Committee to update plan goals and objectives. As a starting point, goals and objectives from the existing Nevada County Hazard Mitigation Plan will be reviewed and analyzed for applicability and effectiveness. Goals and objectives from other County plans and policies (e.g., updated General Plan, CWPP, watershed/stormwater plans), as well as state plans and policies (such as the 2013 California Hazard Mitigation Plan), will be compiled and analyzed to ensure consistency with existing programs and the updated goals and objectives for this Plan Update. Plan goals and objectives will be reviewed and updated during Steering Committee Meeting #3.

Deliverables

- Facilitation of goals and objectives update at Steering Committee Meeting #3 (held in conjunction with Steering Committee Meeting #4)
- Review and identification of plan goals and objectives from other community plans and programs
- Finalized list of updated plan goals and objectives

Task 7: Identify and Analyze Mitigation Measures

Contractor will work with Nevada County and the Steering Committee to identify, analyze, and prioritize updated mitigation actions and projects by utilizing the updated risk assessment and considering other ongoing community mitigation programs policies and plans. The existing mitigation actions in the plan will be evaluated for progress and to determine if they are still valid for inclusion in the LHMP Update or need to be eliminated or modified. New actions will be developed with input from the Steering Committee and as identified from other community plans. The review and update of mitigation actions and projects will occur at Steering Committee Meeting #4, where the Steering Committee will identify a comprehensive range of potential mitigation actions for each priority hazard designed to reduce hazard impacts and disaster losses and to meet the updated plan goals and objectives. Identified mitigation projects will address the effects of hazards on future development and new structures as well as on existing buildings and infrastructure. Considerations such as project scope and cost will be used to determine which mitigation alternatives may best meet identified mitigation goals and objectives. In developing mitigation alternatives, this plan will adhere to the model of mitigation activities promoted by DMA, FMA, and CRS, which classifies mitigation measures into the following six categories:

1. Prevention
2. Property Protection
3. Emergency Services
4. Structural Projects
5. Natural Resource Protection
6. Public Information Programs

Multi-Jurisdictional Mitigation Measures

Contractor will complete the identification and analysis of mitigation alternatives for the County and all participating jurisdictions. Note that each jurisdiction seeking FEMA approval of the plan

needs one or more mitigation actions to address their priority hazards of concern in order to receive FEMA approval of the LHMP Update for their jurisdiction.

Deliverables

- Facilitation and identification of mitigation action alternatives for all hazards, CRS categories, and all participating jurisdictions
- Mitigation Action identification/prioritization at Steering Committee Meeting #4

Task 8: Mitigation Implementation Strategy

Upon finalization of goals and objectives and mitigation actions and projects, the Steering Committee will develop priority actions for inclusion in the Mitigation Action Strategy portion of the plan. A comprehensive, prioritized mitigation strategy is paramount in focusing community resources to reduce the vulnerability to the destructive consequences of hazards within the County and to promote efficient recovery and reconstruction when disasters do occur.

This process will involve using a set of criteria, a “scoring” system, for prioritizing potential mitigation actions and projects to ensure that they: are reasonable and achievable; reflect the priorities of Nevada County and participating jurisdictions; and are based on the updated risk assessment. Fundamental to the prioritization process for mitigation measures are key factors such as life, property, health, and safety protection, as well as qualitative cost benefit considerations and the availability of FEMA or other funding sources for any given project. The STAPLEE approach promoted by FEMA will be used as a framework for developing additional prioritization criteria. The STAPLEE approach analyzes the social, technical, administrative, political, legal, economic, and environmental feasibility of proposed mitigation actions.

Contractor will work with the County, Steering Committee, and other interested stakeholders to develop an implementation strategy for each identified mitigation project that will provide information on project implementation, including a description of the project details, risk reduction goals, alternative actions considered, benefit-cost considerations, possible funding sources, project schedule, and responsible agency. The end result will be a mitigation action strategy of prioritized projects for the Nevada County planning area.

Evaluate Funding Sources

As part of the Implementation Strategy, possible funding sources for implementation of identified mitigation actions will be identified and included in the Mitigation Action implementation plan.

Deliverables

- Finalization of prioritized mitigation strategy addressing all mitigation categories
- Development of implementation strategy/evaluation of funding sources/compilation of Mitigation Action Worksheets completed by participating jurisdictions and the Steering Committee
- Draft of mitigation action strategy portion of the plan

Task 9: Draft Plan

Contractor will use state and federal guidance to ensure that all DMA, FMA, and CRS requirements are being met and a complete first draft of the LHMP Update will be prepared. This will include a comprehensive review and update of all sections of the 2011 Nevada County LHMP. Documentation of how each section of the plan was reviewed and updated and any new data and methodologies utilized for this Plan Update will be included in the updated planning process and risk assessment. Updated and new annexes will be prepared for all participating jurisdictions. Mitigation successes and the status of past mitigation actions from the existing plan will also be documented and highlighted to show the County’s commitment to mitigation.

Document the Mitigation Planning Process

The plan development process will be thoroughly documented by Contractor, including the evaluation of risks and vulnerability of hazards to the Nevada County planning area and the process used to identify, analyze, and prioritize the mitigation strategy. A separate planning

process chapter will be updated to document the plan development process, which will include establishing a record of participating entities and meetings as well as documenting data and resources utilized in preparation of the plan. This chapter will also detail coordination with other agencies and integration with other planning mechanisms as well as the process that will be used to implement and maintain the LHMP Update. A detailed description of the public information strategies implemented for this LHMP Update will be included and thoroughly documented. The planning process update will also include a narrative description of how each section of the existing plan was reviewed and updated. A separate planning process appendix will also be developed to provide supporting documentation to the process to meet all planning process documentation requirements.

Plan Maintenance Procedures

Contractor will work with the County to determine an updated method and schedule for monitoring and evaluating this 2017 Nevada County LHMP Update. The plan maintenance requirements will address DMA requirements and will include:

- A method and schedule of monitoring and evaluating the plan, which includes criteria used, responsible office, and process for formal five-year update
- A process by which the plan will be incorporated into other existing planning mechanisms and requirements
- A schedule with procedures for ensuring the plan's implementation and update within five years
- A discussion of how the County and Steering Committee will continue to involve the public in the plan maintenance and update process

Deliverables

- Development and documentation of the mitigation planning process chapter
- Development of a planning process appendix to meet DMA documentation requirements
- Development of the base plan with appendices and annexes for all participating jurisdictions
- Development of implementation, monitoring, and update process

Phase IV: Plan Maintenance Process

Task 10: Secure Approval of Draft and Final LHMP

Draft Plan Review and Finalization Process

Contractor will provide a complete first draft of the LHMP Update to the County and Steering Committee for review and comment. The County/Steering Committee's comments will be incorporated into a second public review draft and distributed to the stakeholders and the public for review and comment via the County website. A public meeting will be held to solicit comments on the draft plan prior to submittal to Cal OES/FEMA as described in Task 3 of this Scope. A final Steering Committee meeting, Steering Committee Meeting #5, will be held to discuss any public comments and final input into the plan document. Steering Committee Meeting #5 and Public Meeting #2 will be held during the same timeframe.

Final Plan Submittal and Adoption

Based on feedback from the public meetings and final input during Steering Committee Meeting #5, a final draft in digital and hard copy will be developed for submittal to Cal OES and FEMA for review and approval by Contractor. Based on this review, Contractor will make any requested changes to the plan and a master electronic and hard copy of the plan will be developed to assist with community adoptions. The Final Plan submittal will be of professional quality with maps, diagrams, tables, and/or text in a printable format to the satisfaction of the County.

Contractor will work with Cal OES and FEMA to ensure that the LHMP Update receives approval from Cal OES and FEMA for formal adoption by participating jurisdictions. Although Contractor will deliver a final FEMA-approved plan document to the County after receipt of final FEMA approval as detailed further below.

Finished Product

Upon adoption by participating jurisdictions, the County and participating jurisdictions will submit the adoption documentation to Cal OES/FEMA with a formal submittal letter to FEMA requesting final plan approval. Once final approval is received, a copy of the approval letter will be incorporated into the final plan documents along with adoption resolutions and a final digital master of the LHMP Update will be provided to the County.

Deliverables

- First draft of the Plan Update for review by Steering Committee members
- Second public review draft of the Plan Update for public review
- Facilitation of Steering Committee Meeting #5 and Public Meeting #2 on the public review draft plan
- Third draft for Cal OES and FEMA submission
- Preparation of Cal OES/FEMA plan review tool
- Final draft of the plan for formal adoption
- Adoption documentation
- Final Plan delivery to Nevada County

Project Schedule

A proposed schedule for all tasks and deliverables is presented below. Upon contract award, identified timeframes and overall schedule can be modified to refine key deliverables and meetings to better reflect the needs of Nevada County and participating communities. The contract period includes several months beyond the schedule presented here to accommodate further plan revisions that may be requested by the approving authorities.

Nevada County LHMP Update Schedule

Phase/Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Phase I: Prerequisites and Development Process									
Task 1: Organize Resources (Steering Committee #1 and Public Mtg. #1)									
Task 2: Coordinate with Other Agencies									
Task 3: Public Involvement									
Phase II: Risk Assessment (Develop the LHMP)									
Capability Assessment									
Task 4: Risk Assessment: Hazard Identification and Profiles									
Task 5: Vulnerability Assessment (Steering Committee #2)									
Phase III: Mitigation Strategy									

Task 6: Establish Goals (Steering Committee #3)																		
Phase/Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep									
Task 7: Identify and Analyze Mitigation Measures (Steering Committee #4)																		
Task 8: Mitigation Implementation Strategy																		
Task 9: Draft Plan																		
Phase IV: Plan Maintenance Process																		
Task 10: Secure Approval of Draft and Final LHMPs (Steering Committee #5 and Public Mtg. #2)																		
Plan Submittal to Cal OES/FEMA																		

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

The amount of the contract shall not exceed NINETY SEVEN THOUSAND NINE HUNDRED TWENTY DOLLARS (\$97,920), including labor, travel, materials, and miscellaneous expense costs. Contractor shall invoice the County monthly on a time-and-materials basis, in accordance with the hourly rates shown below. Invoices shall state the number of hours worked in each labor category. Direct costs include all reimbursable expenses such as travel and materials and shall be itemized on invoices.

QA/QC: \$140.00
 Project Manager/Sr. Planner: \$120.00
 Lead Planner/Technical Editor: \$100.00
 Subcontractor: \$100.00
 GIS/Risk Assessment: \$ 80.00

Invoices are to be mailed to:
 Nevada County OES
 Attn: John Gulserian
 10014 N. Bloomfield Rd
 Nevada City, CA 95959

The following table provides a summary of fees broken out by project phase and task as described in the Scope of Services and includes all labor and direct costs. The cost breakdown for Labor and Direct costs may be adjusted as needed with pre-approval of County, between labor and direct costs and between project phases, as may be required to accommodate adjustments in the scope of services.

Description (by Project Phase and Task)	Labor Costs	Direct Costs	Total Costs
Phase I Prerequisites and Planning Process			
Task 1: Organize Resources	\$5,440.00	\$1,525.00	\$6,965.00
Task 2: Coordinate with Other Agencies	\$2,720.00	\$0.00	\$2,720.00
Task 3: Public Involvement	\$5,560.00	\$0.00	\$5,560.00
Total Phase I	\$13,720.00	\$1,525.00	\$15,425.00
Phase II Risk Assessment (Develop the LHMP)			
Capability Assessment	\$6,6560.00	\$0.00	\$6,6560.00
Task 4: Risk Assessment: Hazard ID and Profiles	\$16,120.00	\$0.00	\$16,120.00
Task 5: Vulnerability Assessment	\$24,760.00	\$1,375.00	\$26,135.00
Total Phase II	\$47,440.00	\$1,375.00	\$48,815.00
Phase III Mitigation Strategy			
Task 6: Establish Goals	\$4,760.00	\$1,200.00	\$5,960.00
Task 7: Identify and Establish Mitigation Measures	\$7,320.00	\$500.00	\$7,820.00
Task 8: Mitigation Implementation Strategy	\$10,960.00	\$0.00	\$10,960.00
Task 9: Draft Plan	\$5,560.00	\$0.00	\$5,560.00
Total Phase III	\$28,600.00	\$1,700.00	\$30,300.00
Phase IV Plan Maintenance Process			
Tasks 10: Secure Approval of the Draft and Final LHMP	\$1,760.00	\$1,800.00	\$3,560.00
Total Phase IV	\$1,760.00	\$1,800.00	\$3,560.00
LHMP Update: Total Estimated Costs	\$91,520.00	\$6,400.00	\$97,920.00