



# RESOLUTION No. 24-475

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES CONTRACT BETWEEN THE COUNTY OF NEVADA AND TETRA TECH FOR FEMA HMGP DR-4558-288-088P "COUNTY OF NEVADA LOCAL HAZARD MITIGATION PLAN UPDATE," EXTENDING THE CONTRACT TIMELINE THROUGH OCTOBER 31, 2024, ADDING EXHIBIT D: FEDERAL CONTRACTING REQUIREMENTS TO THE CONTRACT, AND AUTHORIZING THE DIRECTOR OF EMERGENCY SERVICES TO EXECUTE THE CONTRACT AMENDMENT

WHEREAS, the Disaster Mitigation Act of 2000 (DMA 2000) PL-106-390 requires that each Jurisdiction develop a hazard mitigation plan to receive future disaster mitigation funding following a disaster; and

WHEREAS, the Office of Emergency Services, to support compliance with DMA 2000, submitted a grant proposal to the FEMA Hazard Mitigation Grant Program on March 1, 2021. FEMA awarded funds for this project on November 4, 2022, through the grant HMGP DR-4558-288-088P; and

WHEREAS, the purpose of the DMA 2000 requirements is to encourage State and local government to engage in systematic and nationally uniform planning efforts that will result in locally tailored programs and projects that help minimize loss of life, destruction of property, damage to the environment and the total cost of disasters before they occur; and

WHEREAS, on August 8, 2023 the Board approved the contract between the County of Nevada and Tetra Tech for the HMGP DR-4558-288-088P grant, "County of Nevada Local Hazard Mitigation Plan (LHMP) Update" for the term of May 23, 2023, through May 31, 2024, for the maximum amount of \$112,500 through Resolution 23-418; and

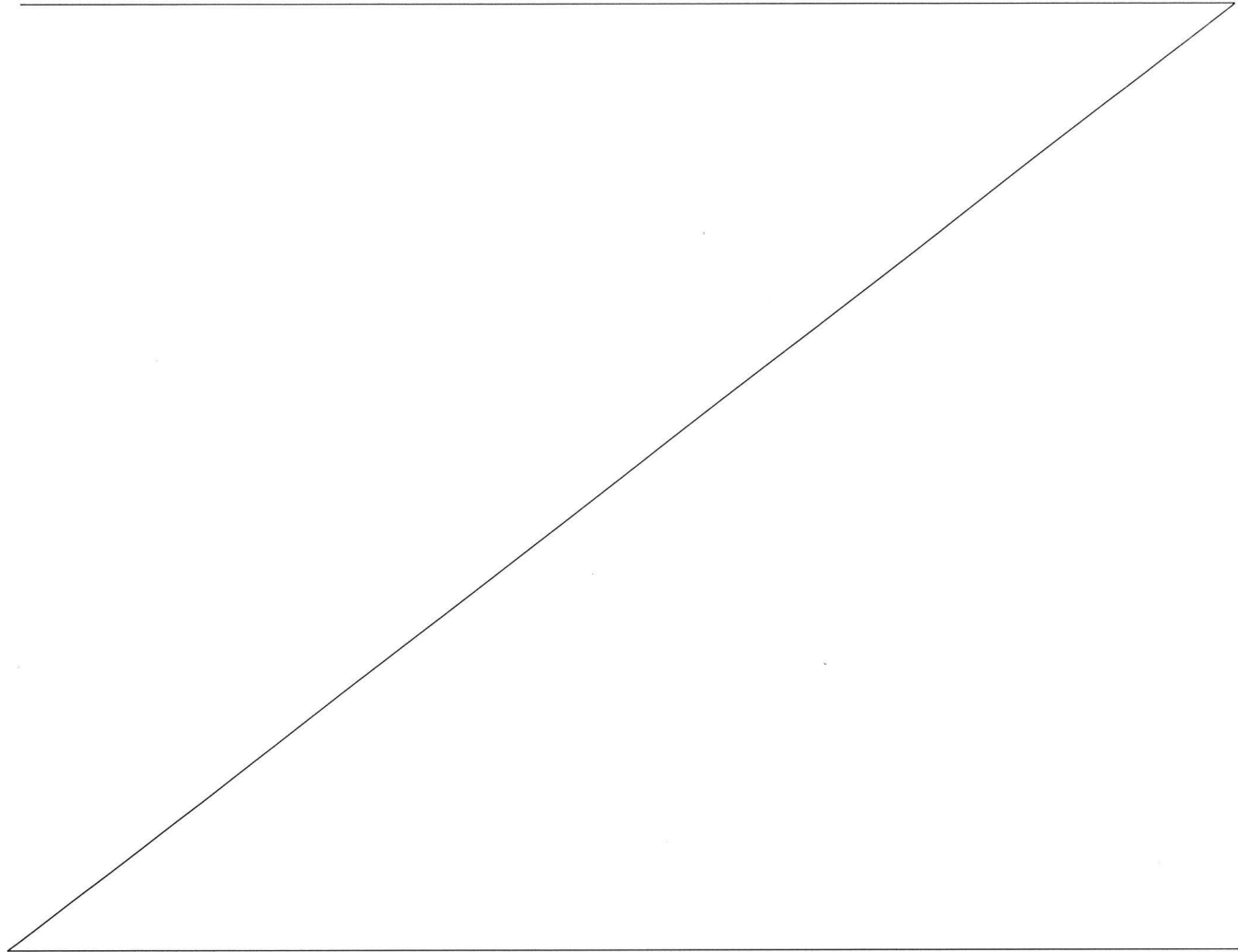
WHEREAS, contract Amendment No. 1 (Resolution 23-597) increased the Not to Exceed (NTE) rate from \$112,500 to \$120,000 and extended the contract timeline from May 31, 2023, to August 31, 2024; and

WHEREAS, both parties desire to amend the contract under contract Amendment No. 2 to:

1. Extend the contract timeline from May 31, 2023 to October 31, 2024.
2. Add Exhibit D: Federal Contracting Requirements, per the funder.

NOW, THEREFORE, BE IT HEREBY RESOLVED the Board of Supervisors of the County of Nevada, State of California, hereby approves Amendment No. 2 to the Professional Services Contract between the County of Nevada and Tetra Tech for the HMGP DR-4558-288-088P "County of Nevada Local Hazard Mitigation Plan Update" extending the contract timeline through October 31, 2024, adding Exhibit D: Federal Contracting Requirements to the contract, and authorizes the Director of Office of Emergency Services to execute the contract amendment.

Funding:  
0101-20702-414-1000/521520



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 20th day of August 2024, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek, and Hardy Bullock.
- Noes: None.
- Absent: None.
- Abstain: None.
- Recuse: None.

ATTEST:

TINE MATHIASSEN  
Chief Deputy Clerk of the Board of Supervisors

By: 

  
Hardy Bullock, Chair

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT**  
With TETRA TECH

**THIS AMENDMENT** is executed this 20th day of August, 2024 by and between TETRA TECH and COUNTY OF NEVADA. Said Amendment will amend the prior contract between the parties related to the Local Hazard Mitigation Plan Rewrite, Scope of Work executed on August 8, 2023 by Resolution No. 23-418 and the subsequent Amendment No. 1 executed on December 5, 2023 by Resolution No. 23-597.

**WHEREAS**, the parties desire to amend the contract to extend the contract timeline from August 31<sup>st</sup> 2024 to October 31<sup>st</sup> 2024; and

**WHEREAS**, the current scope of work has a contract end date of 31 August 2024 (Page 17 Summary of Material Items) this will be amended to read October 31<sup>st</sup> 2024.

**WHEREAS**, the parties desire to amend the contract to include Exhibit D: Federal Contracting Requirements per the requirements of the funding source.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. This Amendment shall be effective as of August 20, 2024.
2. That the contract term will be changed to read "May 23<sup>rd</sup> 2023 to October 31<sup>st</sup> 2024."
3. That Exhibit D: Federal Contracting Requirements be added to the contract.
4. That in all other respects the prior contract of the parties shall remain in full force and effect except as amended herein.

APPROVED AS TO FORM:  
COUNTY COUNSEL

COUNTY OF NEVADA

By: \_\_\_\_\_

By: \_\_\_\_\_  
Craig Griesbach  
Director, Emergency Services

CONTRACTOR:

By: \_\_\_\_\_  
Betty Kamara  
Tetra Tech

## EXHIBIT D

### FEDERAL CONTRACTING REQUIREMENTS

#### 1. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

##### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the County of Nevada and understands and agrees that the County of Nevada will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

##### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the County of Nevada and understands and agrees that the County of Nevada will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,00 financed in whole or in part with Federal assistance provided by FEMA.

#### 2. SUSPENSION AND DEBARMENT

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the County of Nevada. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County of Nevada, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further

agrees to include a provision requiring such compliance in its lower tier covered transactions.

### 3. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications) to the awarding agency.

### APPENDIX A, 44 C.F.R. PART 18 — CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official