



AGENDA ITEM NO.
C34

COUNTY OF HUMBOLDT

For the meeting of: July 31, 2018

Date: July 20, 2018

To: Board of Supervisors

From: William F. Honsal, Sheriff

Subject: Agreement with Tetra Tech, Inc. and the County of Humboldt for the period of July 1, 2018 through April 30, 2020.

RECOMMENDATION(S):

That the Board of Supervisors

1. Approve the Professional Services Agreement with Tetra Tech, Inc. (Attachment 1) for the period of July 1, 2018 through April 30, 2020 to provide support and planning services in the development of an update to the Humboldt Operational Area Hazard Mitigation Plan for the County of Humboldt in an amount not to exceed \$110,000.00.
2. Authorize the Chairperson to execute three (3) originals of the agreement and any modifications, amendments or extensions for the duration of the agreement.

SOURCE OF FUNDING:

Hazard Mitigation Grant

Prepared by Regina Fuller
Regina Fuller, Deputy Director Admin

CAO Approval [Signature]

REVIEW:	Auditor _____	County Counsel <u>NAD</u>	Human Resources <u>KKG</u>	Other _____
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Fennell

Seconded by Supervisor Wilson

Ayes Fennell, Wilson, Bass, Sundberg

Nays _____

Abstain _____

Absent Bohn

And carried by those members present, the Board hereby approves the recommended action contained in this report.

Dated: 7/31/18

By: [Signature]
Kathy Hayes, Clerk of the Board

DISCUSSION:

On February 6, 2018 the Sheriff's Office of Emergency Services (OES) issued a request for proposal (RFP) to facilitate an update of the Multi-jurisdictional Hazard Mitigation Plan. Three qualified proposals were reviewed and scored based on experience, organizational strengths, ability to manage the proposed project and price.

Following the review, OES recommends contracting with Tetra Tech, Inc. for consultant services to assist in the update of the Multi-jurisdictional Hazard Mitigation Plan. The county has been awarded a Hazard Mitigation Grant by the Federal Emergency Management Agency (FEMA), to reimburse consultant expenses as described in the consultant quotation attached as Exhibit B of Attachment 1. This project will result in the completion of a FEMA-approved Hazard Mitigation Plan, required every five years in order to remain eligible for Hazard Mitigation Grant Program funds. The current plan on file is from February 2014. The updated plan is a collaborative effort among the county, incorporated cities, fire protection districts, and other special districts.

FINANCIAL IMPACT:

The Hazard Mitigation Grant funding has awarded OES a total of \$120,000. Revenue and expenses for the plan update are included in the FY 2018-19 approved budget in budget unit 1100274. Consultant expenses are estimated not to exceed \$110,000 under this agreement and are 100 percent grant reimbursable with no match required. There will be no impact on the General Fund.

The recommended action supports the Board's Strategic Framework by seeking outside funding sources to meet Humboldt County's needs.

OTHER AGENCY INVOLVEMENT:

California Office of Emergency Services (CalOES)

FEMA

Several participating incorporated cities, fire protection districts, and other special districts

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the agreement. This alternative is not recommended as it jeopardizes the ability for the county to update the current plan and ensure that the end product is a CalOES- and FEMA-approved plan.

ATTACHMENTS:

Attachment 1 Professional Services Agreement with Tetra Tech, Inc.

Attachment 1

Professional Services Agreement Tetra Tech, Inc.

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
TETRA TECH, INC.
FOR FISCAL YEARS 2018-2019 THROUGH 2019-2020**

This Agreement, entered into this 13 day of July, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Tetra Tech, Inc., a California Corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through the Humboldt County Sheriff's Office of Emergency Services, desires to retain the services of a qualified professional to assist in the required update of the Humboldt County Multi-jurisdictional Local Hazard Mitigation Plan; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced and qualified to perform the special services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the Humboldt County Emergency Services Manager or designee thereof, hereinafter referred to as County Emergency Services Manager.

2. TERM:

This Agreement shall begin on July 1, 2018 and shall remain in full force and effect until April 30, 2020, unless sooner terminated as provided herein.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.

C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Hundred Ten Thousand Dollars (\$110,000.00). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.

B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.

C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY invoices following each completed project phase, as outlined in Exhibit A, itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, the Humboldt County Sheriff's Office Deputy Director of Administration and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Sheriff's OES
Attention: Emergency Services Manager
826 Fourth Street
Eureka, CA 95501

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6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Sheriff's OES
Attention: Emergency Services Manager
826 Fourth Street
Eureka, CA 95501

CONTRACTOR: Tetra Tech Inc.
Attention: Rob Flaner, Project Manager
1999 Harrison, Suite 500
Oakland CA 94612

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990;

the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the

foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained

for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: Tetra Tech, Inc.
Attention:
1999 Harrison, Suite 500
Oakland CA 94612

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

20. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

25. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

26. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue

shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to County Emergency Services Manager.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

32. SURVIVAL:

The duties and obligations of the parties set forth in Section 3D – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the

provisions of this Agreement.

36. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

37. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

38. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

TETRA TECH, INC.

By:  _____

Date: July 13, 2018

Name: Roger Argus

Title: Senior Vice President

By:  _____

Date: July 16, 2018

Name: Preston Hopson

Title: Sr. Vice President, General Counsel, and Secretary

COUNTY OF HUMBOLDT:

By:  _____

Date: 7/31/18

Supervisor Ryan Sundberg
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  _____
Risk Management

Date: 7/20/18

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates

**EXHIBIT A
SCOPE OF SERVICES**

**For County of Humboldt
Humboldt Operational Area Hazard Mitigation Plan-Update**

SCOPE AND DELIVERY OF WORK:

The work to be completed and provided by the CONSULTANT is described in the following paragraphs. Deliverables must be presented to and approved by the COUNTY Project Manager and Steering Committee. Technical Consulting services included in the scope of services below are intended to provide assistance to the COUNTY to update the plan and ensure that the end product is a California Office of Emergency Services (CAOES) and Federal Emergency Management Agency (FEMA) approved plan. The estimated hours to complete each task below are reflected on the attached "Estimate of Professional Services" document.

PHASE 1: Organize and Review

Under this phase, the CONSULTANT will facilitate the plan update process. This will include organization and facilitation of the Steering Committee and its meeting, confirmation of the planning partnership, plan review, agency coordination and recommendations for changes to the updated plan. The tasks to be completed under this phase and the specified deliverables are described as follows:

Task 1A- Establish a Planning Team: Under this task, CONSULTANT will identify and establish a planning team made up of key personnel from the County (i.e.: county project management, public information officer, GIS point of contact) and the discipline leads from the CONSULTANT project team. From project inception to completion, bi-weekly project coordination calls will be held by the planning team to discuss project status, identify issues in the planning process, review consultant deliverables and confirm meeting content for Steering Committee meetings discussed below. All planning team meetings will be coordinated and facilitated by the CONSULTANT.

Task 1B- Engage the Planning Partnership: Under this task, CONSULTANT will engage the planning partnership that has been established by the COUNTY for this plan update effort. This task has assumed that the COUNTY has already secured the commitment from the planning partners to be covered by this plan update, and has communicated the expectations for each planning partner to meet the "participation" requirements for multi-jurisdictional planning established by FEMA for section 201.6 44CFR compliance.

The 1st step under this task will be to conduct a "kick-off" meeting for all planning partners and COUNTY identified stakeholders in the process to present the scope of work, timeline for completion and to provide the planning tools to each planning partner to aid their full participation in this plan update process. Subsequent to this kick-off meeting, the CONSULTANT will deploy a "Planning Partner Bulletin" program to keep the partnership apprised of plan update milestones as well actions needed for each planning partner. It is estimated that a minimum of 4 bulletins will be distributed by the CONSULTANT pending direction from the Planning Team and/or direction from the Steering Committee under task 1C.

Task 1C- Organize Steering Committee: Under this task, CONSULTANT will work with the COUNTY to establish a Steering Committee to provide oversight on the plan's development up to adoption. This Steering Committee would serve the same role as the Steering Committee from the last planning effort on behalf of the partnership. Several options to this element can be pursued to best meet the needs and capabilities of the planning partnership. These options will be discussed by the Planning team to identify the best option. CONSULTANT will strive to create a Steering Committee with a diverse makeup that

represents planning partners, citizens, academia, and other stakeholders identified in the RFP within the planning area, while also taking advantage of any existing committees with relevance to this project. Once established, this committee will meet periodically during the planning process to review and provide oversight on the plan's progress. Key components to be confirmed by the Steering Committee include: vision, goals and objectives for the plan, definition of "critical facilities/infrastructure for the planning area, public engagement strategy, mitigation alternatives to be considered, and the plan maintenance strategy. All Steering Committee meetings will be facilitated by the CONSULTANT project team and be open to the public. Meeting summaries will be prepared by the CONSULTANT and distributed pursuant to the outreach strategy confirmed by the committee.

Task 1D- Plan review: Under this task, CONSULTANT will facilitate the review the existing plan by the Steering Committee to identify portions that: (1) need updating due to changes in applicability, or (2) need to be enhanced due to the existence of new data, technology or tools.

Key areas of focus for this review shall be the risk and vulnerability assessment, goals and objectives, the mitigation action plan, the plan maintenance section and an overall review of the plan's performance. The performance review will strive to answer the following questions:

- What initiatives were completed during the performance period?
- What initiatives were not completed?
- Why were those initiatives not completed?
- Have the capabilities changed within the planning area since the development of the initial plan?
- What new actions need to be considered?
- Ensure these actions are consistent with the goals and objectives of the plan.

This task will include review of the general plans for each planning partner to establish linkage between the mitigation plan and their general plans for compliance with CA Assembly Bill 2140 (AB-2140). Additionally, this task will include a cursory review of the CA State Hazard Mitigation Plan by the Steering Committee to confirm the hazards of concern to be addressed by the plan and establish consistency thresholds for the Plan update.

Task 1E- Coordination with Other Agencies: Under this task, CONSULTANT will coordinate with other agencies involved in, or that have the ability to impact hazard mitigation actions identified in the plan. These will include but are not limited to:

- Appropriate Humboldt County departments, including: GIS, Assessor's Office, Emergency Management Department, and Public Works, etc.
- Humboldt County Fire Safe Council
- CA. Department of Water Resources
- CAOES, and
- FEMA Region IX
- Neighboring counties that have similar exposures or that are performing plan updates of their own.

These agencies will be coordinated with throughout all phases of this proposed scope of services. The CONSULTANT will strive to coordinate with any con-current planning effort in an attempt to promote Regional consistency in hazard mitigation, which will include the Community Wildfire Protection Plan and others.

Task 1E- Recommend/Initiate Changes: Once the review has been completed, it is anticipated that some of the identified changes may require action. For example, if a goal or objective was found to not be applicable to what the plan is striving to achieve, based on the performance review, a new goal or

objective will need to be identified using standardized goal setting techniques. This task will be dedicated to reconciling these changes to make sure that they are incorporated into the final revised plan.

Key CONSULTANT deliverables: The key deliverables to be completed by the CONSULTANT for this phase include:

- ✓ Organize a planning team
- ✓ Project kickoff meeting with existing and potential new planning partners
- ✓ Implement Planning Partner Bulleting program
- ✓ Facilitation of Steering Committee meetings including agenda development
- ✓ Agency Coordination
- ✓ Facilitation of plan review
- ✓ Documentation of recommended changes and enhancements to the plan

COUNTY Personnel responsibilities: This scope of services has assumed that some of the key elements of this phase will be performed by county personnel.

Under this phase, COUNTY will:

- ✓ identify all potential planning partners and assume responsibility for notifying them of the “kickoff meeting
- ✓ Secure venues for all meetings scheduled during this process
- ✓ Record and produce meeting minutes for all Steering Committee meetings.
- ✓ Produce appropriate copies of all meeting materials prior to each meeting
- ✓ Fully participate in task 1D
- ✓ County will assume responsibility for granting any exceptions to timelines established under this phase.

PHASE 2: Identify Hazards and Update Risk Assessment

Under this phase, CONSULTANT will assist the partnership in identifying the characteristics and potential consequences of the natural hazards that may impact or have historically affected the planning area. A thorough assessment of each hazard, as well as the vulnerability of the planning area to each hazard identified, will be accomplished using tools such as GIS/ Hazus-MH, readily available detailed studies, benefit-cost analysis tools, and historical/local knowledge of past occurrences. At a minimum, a map delineating each hazard area, a description of each hazard (including potential depths, velocities, magnitudes, frequencies, etc.), and a discussion of past events will be prepared. The initial Plan will be the principal tool used to identify the hazards of concern as well as the State Hazard Mitigation Plan. Each participating planning partner will receive data specific to their jurisdiction upon which the respective local-jurisdiction annexes will be created. This will be accomplished through the use of established templates designed to walk each partner through the required steps of risk assessment.

For each identified hazard, CONSULTANT will perform a vulnerability analysis that will: (1) include updates to the inventory of the number and type of structures at risk; (2) assess the impact on life, safety, and health; (3) evaluate the need and procedures for warning and evacuation; (4) identify critical facilities (hospitals, for example) and the impact of the hazard on those facilities; and (5) review the development/redevelopment trends projected for the future in each identified hazard area.

The hazard profiles will provide the following information:

- ✓ Utilize best available information from local, state, tribal or federal sources
- ✓ Geographic Areas of Impact – Maps showing areas of impact
- ✓ Previous Occurrences – History of events to date

- ✓ Severity – Magnitude or potential intensity and duration, including speed of onset
- ✓ Impact – How will, or has, each hazard impacted the planning area
- ✓ Probably of Future Occurrence – What is the likelihood that we will be impacted by the hazard of concern in the future?
- ✓ Probable impacts of climate change on the hazard
- ✓ Future trends in Development

The risk assessment will identify which natural hazards pose the greatest threat to the community by looking at the hazard frequency of occurrence, the severity of the occurrence, and the likelihood that an event will occur.

Using the updated asset inventory Comprehensive Data Management System (CDMS), outputs from our risk assessment process include the following:

- ✓ Vulnerability Analysis –Based on data input, we develop data tabulations and maps that demonstrate vulnerable assets and populations at risk.
- ✓ Functionality or Down Time – When an incident occurs, how long will critical facilities be impacted?

CONSULTANT will conduct a flood hazard risk assessment of all FEMA-identified repetitive loss properties within the planning area, as required under the Community Rating System (CRS) and Flood Mitigation Assistance (FMA) programs. This review will include the delineation of repetitive loss areas throughout the County (if any), a determination of the cause of repetitive flooding, annualized loss estimates, and a building count of the number of structures within each repetitive loss areas. The flood risk assessment will profile all flood related issues that impact the planning area (ie: riverine, coastal, urban drainage, stream bank erosion/sediment deposition).

The tasks to be completed under this phase are described as follows:

Task 2A- Update of Critical Facilities and Hazus-MH general building stock: This task will include an update of critical facilities data and HAZUS-MH general building stock by combining pertinent information regarding structure type, valuation, new construction, and any other information that may assist with modeling in Hazus-MH. CONSULTANT, working with the County's GIS and Assessor personnel, will begin the interface to capture required data to enhance the Hazus-MH outputs. This data will be combined from several sources and loaded into Hazus-MH using the CDMS portal.

CONSULTANT will assist the planning team members in identifying the characteristics and potential consequences of the natural hazards that may impact or have historically affected the planning area. A thorough update to the assessment of each hazard, as well as the vulnerability of the planning area for each hazard identified, will be accomplished using tools such as stakeholder interviews, GIS/Hazus-MH modeling, benefit-cost analysis, and research of historical occurrences. CONSULTANT will work with the planning partners to ensure maps delineate each hazard. CONSULTANT will update, as necessary, the description of each hazard (including potential depths, velocities of surface/flood water, or magnitudes and frequencies of potential earthquakes, for example) and describe relevant past events.

The prior Plan and 2018 California State Hazard Mitigation Plan will be the principal tools used to identify the baseline hazards of concern. Because this Plan update will be submitted to FEMA, as an update to the current approved plan for the County, the updated risk assessment must include the following:

- ✓ The best available data to identify extent and location of hazard events for which the planning area is susceptible
- ✓ A historical review of events that have occurred during the period between the initial risk assessment and the update process
- ✓ A review of probability of occurrence or frequency of an event based on new data or occurrences.

Task 2B-Mapping of Hazards of Concern: Under this task CONSULTANT will utilize data mined under task 2A to map the extent and locations of the identified hazards of concern for the planning area. These maps will be the extent and location maps that will be utilized under tasks 2C and 2D and support phase 3 of this scope of work. CONSULTANT will update, as necessary, the description of each hazard (including potential depths, velocities of surface/flood water, or magnitudes and frequencies of potential earthquakes, for example) and describe relevant past events. The prior Plan and the current California State Hazard Mitigation Plan will be the principal tools used to identify the baseline hazards of concern to be confirmed by the Steering Committee under phase 1 of this scope of work.

Task 2C- Hazus-MH-MH Analysis: Under this CONSULTANT will develop HAZUS-MH runs for the entire planning area using the currently available version of the Hazus-MH model (Hazus-MH version 4.0 or newer). Level 2 analyses of the dam failure, earthquake, flood and tsunami hazards will be conducted. The flood analysis will incorporate the County's current digital flood insurance rate map (DFIRM) as well as any available Light Detection and Ranging (LiDAR) data. For the earthquake analysis, both earthquake soils and liquefaction data will be combined with available earthquake scenario data. The HAZUS-MH model will be populated with updated GIS data provided by Humboldt County and its planning team partners.

Task 2D- Update Risk Assessment for non-Hazus-MH Hazards: Under this task, CONSULTANT will update the risk assessment for the non-HAZUS-MH hazards (drought, fish losses, landslide, severe weather and wildfire). This will include a GIS exercise designed to analyze building exposure and potential impact utilizing damage functions based on national models. This task will include use of relevant information contained in the County's Community Wildfire Protection Plan, which is currently being updated by the County. All base mapping components from the original plan will be updated with current data under this task.

Task 2E- Non-natural Hazard Profiles: Under this task, CONSULTANT will prepare qualitative profiles of non-natural hazards of interest identified by the Steering Committee. These non-natural hazards will be profiled, but not full assessed as the natural hazards will be. The profiles will be completed in compliance with CPG-201, steps 1 and 2.

Task 2F- Climate Change Profile: Under this task, CONSULTANT will prepare a qualitative vulnerability assessment of the potential future impacts to the identified hazards of concern pursuant to the requirements of CA-SB379. A climate change profile will be prepared as a stand-alone chapter for the plan so that all planning partners will be considered to be in full compliance with SB-379.

Task 2G-Data handoff and training: At the completion of the planning process, CONSULTANT will hand off all data and models assembled under this phase and provide baseline training to city personnel identified by COUNTY as the appropriate repository for this information and use.

Key CONSULTANT deliverables: The key deliverables to be completed by the CONSULTANT for this phase include:

- ✓ Data Gap Analysis report
- ✓ Maps that illustrate the extent and location of hazard areas.
- ✓ Review of past occurrences since the completion of the prior plan.
- ✓ The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas for each scenario event.
- ✓ Loss estimates for each scenario event for all residential, commercial and industrial buildings within each hazard area.
- ✓ An analysis of identified, vulnerable critical facilities for each scenario event.
- ✓ An analysis of vulnerable populations within each hazard area.

- ✓ A land use analysis for each scenario event that includes a look at land with potential for future development (i.e.: buildable lands analysis)
- ✓ SB-379 compliant climate change profile for the planning area
- ✓ Data handoff and training
- ✓ includes a look at land with potential for future development (i.e.: buildable lands analysis)

COUNTY Personnel responsibilities: This scope of services has assumed that some of the key elements of this phase will be performed by county personnel. Under this phase, COUNTY will:

- ✓ Provide the best available information on general building stock (County Assessor Data)
- ✓ Provide the best available digital elevation model for the County
- ✓ Provide the best available data on extent and location of hazards of concern in a digital format.

PHASE 3: Develop/Implement Public Involvement Strategy

Under this phase, CONSULTANT will facilitate the development of and implement a public outreach strategy through direction from the Steering Committee under phase 1 of this scope of work. This outreach strategy will be based upon a capability assessment of the planning partnership. This scope of work assumes that the strategy will be deployed in 2 phases: once early in the planning process to gage the public's perception of risk, and once later in the process to present the draft plan to the public for comment. The tasks to be completed under this phase are as follows:

Task 3A-Public Meetings: At a minimum, 4 public meetings will be held at times and places to be determined by the Steering Committee. The first two (2) public meetings will be held to share the findings of the updated risk assessment with the public. At these meetings, revised maps and revised damage assessment will be shared with the public and their opinions in possible actions will be solicited. The second set of two (2) public meetings will present the final draft plan to the public for their review and comment. CONSULTANT will facilitate all public meetings conducted under this task.

Task 3B-Press releases and public notices: Under this task, CONSULTANT, with assistance from the Project Manager, Planning Team, and Steering Committee where appropriate, will post public notices and/or press releases announcing the initiation of the plan update process, and also announce all public meetings. All meetings of various types will be open to all citizens of Humboldt County. The content of all press releases will be prepared by the CONSULTANT. The COUNTY will be responsible for dissemination of all press releases and providing documentation of any response to the releases.

Task 3C-Website: A County sponsored website will be established on the onset of this scope of services. This website will become the principle means for public interaction with this planning process from start to finish. CONSULTANT will produce materials to support the website such as "Frequently asked questions" (FAQ's), power point presentation from the kickoff meeting, and Steering Committee meeting minutes. COUNTY personnel will be responsible for maintenance of the website and assuring continued public access to pertinent information.

Key CONSULTANT deliverables: The key deliverables to be completed by the CONSULTANT for this phase include:

- ✓ Facilitation of all public meetings (a maximum of 4 meetings)
- ✓ Preparation of all content for public meetings
- ✓ Press release content
- ✓ Website support documents

COUNTY Personnel responsibilities: This scope of services has assumed that some of the key elements of this phase will be performed by county personnel. Under this phase, COUNTY will:

- ✓ Provide venues for all public meetings

- ✓ Advertise all public meetings
- ✓ Disseminate press releases on planning process and public meetings
- ✓ Maintain plan information website

PHASE 4: Update Goals, Objectives, Capabilities and Actions

After the hazard identification and risk assessment documentation have been updated and reviewed, CONSULTANT will work with the Steering Committee to determine if the original goals and objectives identified under the initial planning effort remain viable in light of new information gathered through the risk assessment and initial public involvement phases of the project. Once goals and objectives have been refined, the range of mitigation alternatives and actions on a hazard-by-hazard basis will be updated. Preference will be given to those mitigation actions that provide multi-objective risk reduction. CONSULTANT will work with the Steering Committee and planning partners to establish priorities to make clear which types of strategies and activities are true mitigation measures and which should be closed out or removed from the list.

Information obtained during the update of the risk assessment and during the public involvement strategy will be used to refine the County's existing mitigation strategies previously adopted in the initial plan. CONSULTANT will utilize an enhanced derivation of the "mitigation catalog" concept utilized in the initial planning effort. Additionally, CONSULTANT will provide some baseline training to the partnership on the completion of benefit cost analyses (BCA's), which are required under FEMA hazard mitigation grant programs. The tasks to be completed under this phase are as follows:

Task 4A- Goals objectives and actions: Under this task, CONSULTANT will facilitate the confirmation of a guiding principle, goals, objectives and actions. The baseline for this task will be the guiding principle, goals and objectives identified in the initial plan. As was done with the initial plan, the planning team will strive for confirmation of linear planning components, which means each component directly supports the other. For example, goals will be confirmed that support the guiding principle. Objectives will be identified that meet multiple goals. Actions will be prioritized based on meeting multiple objectives.

Task 4B- Strengths, Weaknesses, Obstacles and Opportunities (SWOO): Under this task, CONSULTANT will facilitate the identification of a comprehensive range of mitigation alternatives through a facilitated look a strengths, weaknesses, obstacles and opportunities within the planning area. This SWOO session will be conducted with the Steering Committee and other identified stakeholders. The opportunities identified under this session will be the basis for the mitigation catalog discusses under task 4C.

Task 4C- Mitigation Catalog: Under this task, CONSULTANT will enhance the mitigation catalog utilized by the planning partnership to identify possible actions for their action plans. As was with the initial plan, the mitigation catalog will represent the comprehensive range of alternatives considered by each planning partner, which is a statutory requirement under the DMA. The catalog utilized by the partnership during the initial planning effort will be enhanced by the Steering Committee through a process facilitated by the CONSULTANT, looking at strengths, weaknesses, obstacles and opportunities within the planning area.

Key CONSULTANT deliverables: The key deliverables to be completed by the CONSULTANT for this phase include:

- ✓ Facilitation of the confirmation of a guiding principle (mission statement), goals and objectives.
- ✓ SWOO session
- ✓ Mitigation catalog

COUNTY Personnel responsibilities: This scope of services has assumed that some of the key elements of this phase will be performed by county personnel. Under this phase, COUNTY will:

- ✓ Participate in goal setting and SWOO session

PHASE 5: Develop Plan for Monitoring, Evaluating and Updating the Plan

Under this phase, CONSULTANT will work with the Steering Committee to establish a plan maintenance strategy for the updated plan and set up the plan maintenance tool (BAToolSM). The tasks to be completed under this phase are as follows:

Task 5A: Confirm Plan Maintenance Strategy: Under this task, the CONSULTANT will facilitate confirmation of a plan maintenance strategy that includes:

- ✓ Recommendations for Steering Committee involvement
- ✓ A template for annual progress reporting
- ✓ A strategy for continuing public involvement
- ✓ Methodology for incorporation into other planning mechanisms (AB2140 Compliance)
- ✓ Confirmation of a procedure for linkage to the plan

Task 5B: Setup and Deploy the BAToolSM: Under this task, CONSULTANT will provide the BAToolSM initiation, and one year of functional progress reporting for the costs reflected in Section 6 of this proposal. The continuation of support via the BAToolSM beyond year one progress reporting is dependent upon the County's desire to continue the use of the tool, and receipt of the annual subscription fee for BAToolSM usage.

Key CONSULTANT deliverables: The key deliverables to be completed by the CONSULTANT for this phase include:

- ✓ The method and schedule of monitoring, evaluating, and updating the mitigation plan on a five-year cycle.
- ✓ Establish a protocol (template) for a progress report to be completed annually on the plan's accomplishments.
- ✓ The process for incorporating the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, zoning changes, or general plan development when appropriate.
- ✓ How the community will continue public participation in the mitigation plan maintenance process.
- ✓ Establish "linkage procedures" that address potential changes in the planning partnership, including the addition of any planning partners wishing to join the plan after its initial adoption.
- ✓ Setup of the BAToolSM.

COUNTY Personnel responsibilities: This scope of services has assumed that some of the key elements of this phase will be performed by county personnel. Under this phase, COUNTY will:

- ✓ Support the planning team in the development of the plan maintenance strategy.

PHASE 6: Assemble the Updated Plan

Under this phase, CONSULTANT will assemble the updated plan, including all those eligible partners who met their "participation" requirements to become part of the updated LHMP. The assembly will utilize all updated or enhanced data generated in Phases 1 through 5.

The plan will be assembled in a 2-volume format where volume I will include all planning components that apply to the entire planning area (summary of planning process, outreach strategy, risk assessment, goals/objectives, plan maintenance strategy and hazard mitigation catalog). Volume II will include all plan components that are jurisdiction specific (jurisdiction profile, capability assessment, and hazard risk ranking and action plan). Each planning will have a chapter within Volume II.

The jurisdictional annex will be the basis for each chapter. These annexes will meet DMA requirements for each jurisdiction. Templates will be provided to each participating planning partner to guide their completion of their jurisdictional annex. Two workshops will be held, one for municipal partners and one for special district partners (if applicable), to walk each partner through completion of the template.

The tasks to be completed under this phase are as follows:

Task 6A- Author the updated plan text: Under this task, the draft updated plan will be authored and assembled by the CONSULTANT. Coordinating with the Steering committee, the CONSULTANT will format the plan layout to meet the objectives established for the update process. The key elements to be delivered under this task include:

- ✓ Brief introduction, including context for and description of the need for the mitigation plan. This will include a description of the planning process followed in the development of the mitigation plan and document all public involvement.
- ✓ Description of the operational area's mission, goals, programs, and policies, and an analysis of its capabilities to carry them out.
- ✓ Brief description of the history, physical setting, land-use patterns, and development trends of the area to be covered by the mitigation plan.
- ✓ A profile chapter on Climate Change and the possible impacts of climate change on the identified hazards of concern addressed by the plan pursuant to the requirements of SB379.
- ✓ List and assessment of the hazards and risks to which each of the participating partners is vulnerable.
- ✓ Summary of current federal, state, and local programs and policies that address the identified risks. Tetra Tech will also include a prioritized list of recommended strategies, programs, policies, and actions to address identified hazards and risks. The review of mitigation activity alternatives will be conducted for each hazard. Additionally, Tetra Tech will identify those persons responsible for implementing recommendations, approximate cost of and potential funding sources for implementing recommendations, cost effectiveness of recommendations, and suggested timeline for implementing recommendations.
- ✓ Strategy for evaluating, adopting, and implementing the mitigation plan. The draft Action Plan will identify agencies and departments responsible for implementation, targeted timeframe for implementation, and possible funding mechanisms. Tetra Tech will include documentation that the participating partners have met the requirements of DMA, as described in the Federal Register (Volume 67, Numbers 38 and 190, dated February 26, 2002 and October 1, 2002, respectively).
- ✓ Other descriptions, documentation, and mitigation plan elements as required, meeting state, and FEMA approval.
- ✓ Summary of how the community will monitor progress of the mitigation plan and activities and an established timeline for future updates, including an Annual Evaluation Report.
- ✓ The LHMP shall describe the need for changes to the risk assessment and what changes were made in comparison to the initial plan. This would include any changes to exposure or probability of occurrence caused by the occurrence of events during the performance period.
- ✓ The LHMP shall illustrate any changes to risk exposure caused by changes in land use from annexation, new development, or other relevant factors to be determined.
- ✓ The LHMP shall illustrate any changes to the action plan and include an explanation of the status of the action items, and what changes were made.
- ✓ The LHMP shall identify the completed, deleted, or deferred actions or activities from the previously approved plan as a benchmark for progress. Further, the updated plan shall include in its evaluation and prioritization any new mitigation actions identified since the previous plan.

- ✓ The LHMP shall include an analysis of the prior plans schedule for monitoring, evaluating, and updating the plan, and make any recommendations for changes to the plan maintenance process.
- ✓ Each of these elements will be applicable to each participating planning partner. Once again, this will be achieved by using templates that will generate annexes for each partner ranking risk, quantifying vulnerability by hazard, and identifying and prioritizing mitigation initiatives specific to each jurisdiction. Partners will be familiarized with how to complete their template via a template workshop.

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Task 6B- Jurisdictional Annex Workshops: Under this task, CONSULTANT will hold a series of workshops for the planning partners to instruct them on how to complete their Jurisdictional Annex templates. These workshops will be a 3-hour format. Two workshops will be held at a date, time and location to be determined by the Steering Committee. One session will be tailored to municipal partners, while the second will be tailored to special district partners. Attendance to these workshops will be mandatory as defined under the planning partner expectations. The focus of these workshops will be on action plan development.

Task 6C: Technical edit/Format: Once the initial draft has been developed, the draft plan will be submitted for a technical/format edit to prepare the final draft plan that will be presented to the public for their review and comment, and provided to WAEMD and FEMA for pre-adoption review and approval.

Task 6D- BCA Training: Under this task, CONSULTANT will provide 1, half day (4 hour) training session on the completion of a benefit/cost analysis using FEMA's BCA tool (BCAR version 5.1). This will be a baseline training designed to provide an overview of the tool, and help to provide guidance to the partnership on completion of this vital step in FEMA's grant application process.

Key CONSULTANT deliverables: The key deliverables to be completed by the CONSULTANT for this phase include:

- ✓ Facilitation of 2 jurisdictional annex workshops
- ✓ Review and final drafts of the updated plan
- ✓ Technical/format edit of all drafts of the plan
- ✓ Conduct BCA training

COUNTY Personnel responsibilities: This scope of services has assumed that some of the key elements of this phase will be performed by county personnel. Under this phase, COUNTY will:

- ✓ Provide venue for jurisdictional annex workshops
- ✓ Document attendance to jurisdictional annex workshops.
- ✓ Assume responsibility for hard copy production of review drafts and final drafts of the plan

PHASE 7: Complete Plan Review and Adoption

Under this phase, CONSULTANT will facilitate the review and adoption of the plan. This will include presentation of draft versions of the plan to the Steering Committee, preparation of a "public review draft, completion of the plan review crosswalk, support of the adoption process and submittal of final plan package to CalEMA for review and approval. The tasks to be completed under this phase are as follows:

Task 7A- Complete Plan Review Crosswalk: Once the final draft plan has been prepared, and all public and Steering committee comments have been incorporated into the final draft, CONSULTANT will complete a FEMA plan review crosswalk to illustrate the plan's compliance with 44 CFR Section 201.6. A draft plan will then be forwarded along with the completed crosswalk to CalEMA with a request for "pre-adoption" review and approval.

Task 7B- Plan adoption support: Once the final draft has been completed, the adoption phase of the planning process will begin. All planning partners will be provided an adoption package that includes: sample resolution, staff report and a copy of the executive summary. CONSULTANT will prepare a standardized power point presentation that can be utilized by all planning partners in their presentations

to their governing bodies. Tetra tech will track the adoption status of all planning partners and provide appropriate documentation of adoption in the plan.

Key CONSULTANT deliverables: The key deliverables to be completed by the CONSULTANT for this phase include:

- ✓ Completion of the plan review crosswalk
- ✓ Transmittal of the draft plan to CAOES with request for pre-adoption review
- ✓ Example model resolutions and instructions provided to planning partner
- ✓ Tracking of plan adoption, and submittal adoption documentation to CAOES and FEMA.
- ✓ Production of a standardized power point presentation to be used by planning partners during their adoption processes.

COUNTY Personnel responsibilities: This scope of services has assumed that some of the key elements of this phase will be performed by county personnel. Under this phase, COUNTY will:

- ✓ Support the planning team and planning partnership during the adoption process

**EXHIBIT B
SCHEDULE OF RATES**

Tetra Tech, Inc.
July 1, 2018 – December 31, 2018

Tetra Tech stated costs are organized by the scope of work and associated phases of the project approach. The costs are fully inclusive of all labor and direct reimbursable charges. Hourly rates are approved by clients and accepted by the FEMA hazard mitigation grant program. Estimates are based on recent and relevant experience working with similar agencies in the west and across the nation.

1. RATE OF COMPENSATION:

Detail cost breakdown attached.

	Phase/Task	Hours	Cost
Phase 1	Organize and Review	104	\$20,159.47
Phase 2	Update the Risk Assessment	300	\$26,127.15
Phase 3	Public Engagement	64	\$9,224.93
Phase 4	Confirm Mission, Goals, Objectives, Capabilities, Actions	42	\$4,437.81
Phase 5	Plan Maintenance Strategy	56	\$6,272.06
Phase 6	Assemble Updated Plan	326	\$32,651.78
Phase 7	Plan Review and Adoption	40	\$4,979.42
	Project Management – Billing/Invoicing	42	\$6,147.41
PROJECT TOTAL			\$110,000.00

2. EXPENSES:

Included in each phase.