

**MEMORANDUM**  
OFFICE OF EMERGENCY SERVICES  
COUNTY OF PLACER

**TO:** Honorable Board of Supervisors

**FROM:** David Boesch, County Executive Officer  
by John McEldowney, Emergency Services Program Manager

**DATE:** April 7, 2015

**SUBJECT:** Update the County's Local Multi-Jurisdiction Hazard Mitigation Program Plan – Foster Morrison Consulting LLC

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**ACTION REQUESTED**

1. Approve the award of a contract to Foster Morrison Consulting, LLC as a result of competitive solicitation RFP No. 10413 to provide Placer County and participating agencies with professional consulting services to update the County's Local Multi-Jurisdiction Hazard Mitigation Program Plan in an amount not to exceed \$150,000, at no additional net county cost.
2. Authorize the Purchasing Manager to sign the contract and any required amendments.

**BACKGROUND**

The Disaster Mitigation Act of 2000 (Act) mandates that all public entities complete a Local Hazard Mitigation Plan (LHMP) in order to be eligible for Pre-Disaster Mitigation and Hazard Mitigation Grant program funding. Placer County's original Plan, completed in 2005, was written with the participation of multiple County Departments, Special Districts, and State and Federal agencies, as well as the cities of Auburn, Colfax, Lincoln, Rocklin, and Loomis. The City of Roseville completed its own LHMP separately. The County hired AMEC Earth and Environmental, Inc. (AMEC) as a consultant for professional assistance and plan development support. Furthermore, to support cross-representation and provide local input from participating agencies, the County established a Hazard Mitigation Planning Committee (HMPC) in April 2004. Several of the agencies noted above provided members to the HMPC. All HMPC members contributed substantially to the 2005 LHMP. FEMA approved the LHMP in early 2005 and your Board officially adopted the Plan on April 26, 2005. Each city and town council participating in the project subsequently adopted the Plan.

The Act mandates an LHMP update every five years. Placer County OES (PCOES) secured FEMA grant funding in 2007, contracted with AMEC, reconvened the HMPC and updated the LHMP. FEMA conditionally approved the updated LHMP in April 2010. Your Board adopted the LHMP on July 13, 2010 and FEMA rendered final approval July 19, 2010.

For the current LHMP update project, PCOES applied for and received grant funding in the amount of \$150,000 from FEMA in May 2014. This grant mandates a County match of not more than \$50,000 in personnel time and supplies which is available in the PCOES budget. Procurement Services Division assisted PCOES and sent solicitations for proposals to 166 firms via Procurement's on-line bid system, Public Purchase. The RFP closed on February 4, 2015 with a total of six proposals received. Procurement Services Division empaneled four experts to review the six proposals and the panelists selected Foster Morrison Consulting, LLC of Littleton, CO as the most qualified firm. Upon your Board's approval of the contract with Foster Morrison, PCOES will reconvene the HMPC in late April 2015 and begin the LHMP update. The update will include a section on drought and drought mitigation. The projected completion date for the LHMP update, and the FEMA mandated approval process, is April 1, 2016.

**FISCAL IMPACT**

There is no impact to the County General Fund as a result of this action.

**Administering Agency:** Placer County Office of Emergency Services

**Contract No.**

**Contract Description:** *PROFESSIONAL SERVICES TO COORDINATE, FACILITATE, AND PRODUCE AN UPDATE TO THE 2010 PLACER COUNTY MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN (LHMP)*

### **CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** is made at Auburn, California, as of \_\_\_\_\_, 2015, by and between the County of Placer, ("COUNTY "), and Foster Morrison Consulting LLC ("CONSULTANT "), who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide the services described in Exhibit A. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **PAYMENT.** COUNTY shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to COUNTY in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which CONSULTANT uses for billing clients similar to COUNTY. The amount of the contract shall not exceed one hundred fifty thousand dollars (\$150,000)
3. **FACILITY, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.** Unless otherwise specified herein, CONSULTANT shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **EXHIBITS.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **TIME FOR PERFORMANCE.** The CONSULTANT shall perform the services in accordance with the schedule set forth in Exhibit B.
6. **INDEPENDENT CONTRACTOR.** At all times during the term of this Agreement, CONSULTANT shall be an independent CONTRACTOR and shall not be an employee of the COUNTY. COUNTY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement. COUNTY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.
7. **LICENSES, PERMITS, ETC.** CONSULTANT represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and

warrants to COUNTY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed.

8. **TIME.** CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term COUNTY means County of Placer or its officers, agents, employees, and volunteers.

10. **INSURANCE:**

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

11. **WORKER'S COMPENSATION:**

Consultant represents they have no employees and, therefore, not required to have Workers Compensation coverage.

Consultant agrees they have no rights, entitlements or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

12. **GENERAL LIABILITY INSURANCE:**

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) aggregate for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.

**13. ENDORSEMENTS:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

**14. AUTOMOBILE LIABILITY INSURANCE:**

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

**15. ADDITIONAL REQUIREMENTS:**

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONSULTANT shall furnish the COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

16. **CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing CONSULTANT shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied pursuant to this Agreement to Bind COUNTY to any obligation whatsoever.
17. **ASSIGNMENT PROHIBITED.** CONSULTANT may assign its rights and obligations under this Agreement only upon the prior written approval of COUNTY, said approval to be in the sole discretion of COUNTY.
18. **PERSONNEL.**
  - A. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, including those members of the Project Team as explained below, CONSULTANT shall remove any such person immediately upon receiving notice from County of the desire of COUNTY for removal of such person or persons.
  - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, CONSULTANT agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subconsultants named in the Project Team by CONSULTANT without the prior written consent of COUNTY shall be grounds for cancellation of the agreement by COUNTY, and payment shall be made pursuant to Section 20 (Termination) of this Agreement only for that work performed by Project Team members.
19. **STANDARD OF PERFORMANCE.** CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices its profession. All products of whatsoever nature which CONSULTANT delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONSULTANT'S profession.

20. **TERMINATION.**

A. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONSULTANT. In the event COUNTY shall give notice of termination, CONSULTANT shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event COUNTY shall terminate this Agreement:

- 1) CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) COUNTY shall have full ownership and control of all such writings delivered by CONSULTANT pursuant to this Agreement.
- 3) COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy, which COUNTY may have in law or equity.

B. CONSULTANT may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the COUNTY.

21. **NON-DISCRIMINATION.** CONSULTANT shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 *et seq.*

22. **RECORDS.** CONSULTANT shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to COUNTY, and COUNTY shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that work of such value has been rendered pursuant to this agreement. However, COUNTY shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

23. **OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the

property of COUNTY, and CONSULTANT agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this project.

- 24. **WAIVER.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
- 25. **CONFLICT OF INTEREST.** CONSULTANT certifies that no official or employee of the COUNTY, nor any business entity in which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, CONSULTANT agrees that no such person will be employed in the performance of this agreement without immediately notifying the COUNTY.
- 26. **ENTIRETY OF AGREEMENT.** This Agreement contains the entire agreement of COUNTY and CONSULTANT with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
- 27. **ALTERATION.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
- 28. **GOVERNING LAW.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
- 29. **NOTIFICATION.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Placer County  
Office of Emergency Services  
Attn: John McEldowney  
175 Fulweiler Ave  
Auburn, CA 95603

Phone (530) 886-4601

CONSULTANT:

Jeanine Foster  
Foster Morrison Consulting, LLC  
5628 W. Long Pl  
Littleton, CO 80123

Phone: (303) 717-7171

30. **SIGNATURE AUTHORITY.** The individuals executing this Agreement on behalf of the Consultant each warrants and represents that each has the legal power, right, and actual authority to bind Consultant to the terms and conditions of this Agreement.

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

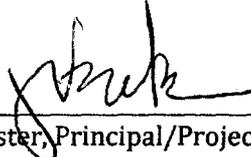
**COUNTY OF PLACER**

\_\_\_\_\_  
Brett Wood, Purchasing Manager

Approved As to Form:

\_\_\_\_\_  
County Counsel

**FOSTER MORRISON CONSULTING LLC\***

  
\_\_\_\_\_  
Jeanine Foster, Principal/Project Planner

  
\_\_\_\_\_  
Christopher Morrison, Owner/Lead Mitigation Planner

*\*If a corporation, agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.*

**Exhibits**

- A. Scope of Services
- B. Payment for Services Rendered

## EXHIBIT A

### SCOPE OF SERVICES

This scope of services shall consist of providing professional services by Foster Morrison Consulting LLC, project consultant (CONSULTANT), in the development and production of the "Placer County Local Hazard Mitigation Plan Update" (LHMP Update). Placer County Office of Emergency Services (PCOES) is the overall manager for the project and will work in close coordination with CONSULTANT.

**PERFORMANCE PERIOD:** Completion of the project shall be based upon the project initiation date, which is defined as the date of execution of the Agreement. Based on a projected execution of the agreement of April 8, 2015, all work, tasks, activities, as specified, including the submission of the final invoice to PCOES, shall be completed by February 28, 2016. Adjustments to the project completion date shall be coordinated and formally agreed with a written modification of the Agreement between PLACER COUNTY and CONSULTANT.

**PROJECT OVERVIEW:** CONSULTANT will be the lead for the completion of the following phases and tasks to include both the base scope of services for a Disaster Mitigation Act (DMA)-compliant, FEMA-approved LHMP Update and the National Flood Insurance Program (NFIP) Community Rating System (CRS) scope of services to maximize CRS credits for CRS Activity 510, Floodplain Management Planning:

- Phase 1: Planning Process
  - Task 1 - Organize resources
  - Task 2 - Public Involvement
  - Task 3 - Coordinate with other agencies
- Phase 2: Risk Assessment
  - Task 4 - Hazard identification and profiles
  - Task 5 - Vulnerability assessment (and Capability Assessment)
- Phase 3: Develop Mitigation Strategy
  - Task 6 - Set Goals
  - Task 7 - Review possible activities
  - Task 8 - Draft an action plan
- Phase 4: Plan Maintenance Process
  - Task 9 - Final plan submittal and adoption
  - Task 10 - Develop procedures to implement, monitor and update the plan

A detailed scope of services for each of these tasks is provided in Exhibit A-1.

Supporting the PLAN development, PCOES will have these general responsibilities for the project:

- Planning onsite workshops and taking necessary steps to ensure that key staff members and/or participants attend scheduled meetings and training sessions as appropriate.
- Provide meeting room facilities and equipment supporting the meeting
- Be readily accessible to the CONSULTANT throughout the project and participate in all onsite meetings, workshops, and exercises.

CONSULTANT will have these general responsibilities

- Provide time and materials implementation/consulting support working in close coordination with PCOES.
- Recommend technical direction and particular courses of action with regard to plan development and completion.
- Provide PCOES with status updates at a minimum twice per calendar month and upon request.
- Inform the PCOES of hours/budget expended on a minimum monthly basis.

CONSULTANT may work onsite as needed at the Placer County Office of Emergency Services facility. If required, PCOES can coordinate or assist with the cooperation of other internal Placer County departments when other vital data is needed for a comprehensive plan. All onsite work activities will be scheduled in advanced and performed in close coordination with PCOES. During those times when CONSULTANT is onsite, PCOES will provide access to landline phones, internet, copier and printer access.

**PROJECT SCHEDULE:** The CONSULTANT and PCOES shall develop a mutually agreed upon detailed project schedule at the start of the project. For project planning purposes, the following are anticipated phases, tasks, and duration:

**Placer County LHMP Update Schedule**

| Phase/Task  | Apr | May | Jun | Jul | Aug | Sept | Oct | Nov | Dec | Jan | Feb |
|---|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|
| <b>Phase 1: LHMP Planning/Development Process</b>             |     |     |     |     |     |      |     |     |     |     |     |
| Task 1: Organize Resources (HMPC #1 and Public Mtg. #1 4/15)  |     |     |     |     |     |      |     |     |     |     |     |
| Task 2: Public Involvement                                    |     |     |     |     |     |      |     |     |     |     |     |
| Task 3: Coordinate with Other Agencies                        |     |     |     |     |     |      |     |     |     |     |     |
| <b>Phase 2: Risk Assessment</b>                               |     |     |     |     |     |      |     |     |     |     |     |
| Task 4: Assess the Hazard                                     |     |     |     |     |     |      |     |     |     |     |     |
| Task 5: Assess the Problem (HMCP #2 – 7/15)                   |     |     |     |     |     |      |     |     |     |     |     |
| <b>Phase 3: Mitigation Strategy</b>                           |     |     |     |     |     |      |     |     |     |     |     |
| Task 6: Set Goals (HMCP #3 – 8/15)                            |     |     |     |     |     |      |     |     |     |     |     |
| Task 7: Review Possible Activities (HMPC #4 – 8/15)           |     |     |     |     |     |      |     |     |     |     |     |
| Task 8: Draft an Action Plan                                  |     |     |     |     |     |      |     |     |     |     |     |
| Task 8a (CRS Step 8): Draft Plan (HMPC #5 and Public Mtg. #2) |     |     |     |     |     |      |     |     |     |     |     |
| <b>Plan Submittal to Cal OES/FEMA</b>                         |     |     |     |     |     |      |     |     |     |     |     |
| <b>Phase 4: Plan Maintenance Process</b>                      |     |     |     |     |     |      |     |     |     |     |     |
| Task 9: Final Plan Submittal and Adoption*                    |     |     |     |     |     |      |     |     |     |     |     |
| Task 10: Procedures to Implement, Monitor and Update the Plan |     |     |     |     |     |      |     |     |     |     |     |

**SCOPE OF SERVICES:** The scope of this LHMP Update includes conducting the general research, developing the updated risk assessment, facilitating the planning process, formulating and facilitating the mitigation strategy and providing all deliverables necessary to comply with state and federal mitigation planning regulations and guidance resulting in a DMA, FMA, and CRS compliant and FEMA-approved LHMP Update.

The details of the planning process and the development of a FEMA-approved Placer County LHMP Update are outlined further below in this scope of services. Where CRS credits for Activity 510 align with each scope item, the details will be noted as they apply to the County and incorporated communities interested in maximizing CRS credits for this planning effort. This would include both jurisdictions currently participating in CRS and those interested in joining the program (hereinafter collectively referred to CRS communities). The CRS scope is presented within the context of the proposed base scope of services, but the costs have been separated out into two sections in Exhibit B: One for completion of the base scope of services for developing a DMA-compliant, FEMA-approved LHMP Update and one for completion of the CRS scope of services as part of the LHMP development process. Collectively they comprise the total scope of services and costs for this LHMP Update project for the County.

### **General**

- An estimated 20 jurisdictions will be participating jurisdictions seeking FEMA approval of the Plan.
- Four trips total are planned by the CONSULTANT planning team to accommodate the five HMPC planning and coordination meetings and two sets of public meetings.
- All CRS tasks will be conducted in conjunction with execution of the Project Plan/Scope of Services for development of the DMA-compliant LHMP Update; no additional trips will be required for this effort.
- As described within the CRS scope, there are expectations and responsibilities for CRS communities to implement portions of certain planning steps to maximize CRS credits, including implementation of the plan. County and jurisdictional staff will support the CRS planning process requirements as previously described for CRS communities.
- County and jurisdictional staff will assist with coordinating and advertising public meetings.
- CONSULTANT shall produce one color copy of the Plan to be provided to both Cal OES and FEMA for the formal submittal and one hard and electronic color copies of the final Plan document to be provided to County to support Plan adoption and for final Plan submittal. All other interim Plan submittals to the County and HMPC will be done electronically.
- County and jurisdictional staff will coordinate and facilitate the Plan's re-adoption.
- County and jurisdictional staff will support the DMA planning process requirements as described herein for participating jurisdictions.
- In accordance with DMA guidelines, only existing best available data will be used during this planning process, no new source data will be created.

## **Project Management and Administration**

CONSULTANT will provide the project management and project administration for this Plan Update. This will include coordinating meetings, communications, and regular progress reports pertaining to the work, budget, and schedule. Regular communication and close coordination with PCOES will be paramount to the successful and timely completion of this plan update as outlined in the scope of services that follow.

**Note, given the size and diversity of the County, all planning team and public meetings will be held in duplicate, on both the eastern and western side of the County to better facilitate participation by all participating jurisdictions and interested stakeholders.**

### **Phase I: Planning Process**

#### **Task 1 (CRS Step 1): Organize Resources**

Following a Notice to Proceed (NTP) and as part of organizing resources and pre-planning for this project, PCOES and CONSULTANT will hold a conference call to review the project scope and schedule; discuss planning team participation and coordination; identify initial data sources and contacts, start initial data collection efforts; and plan the project kickoff meeting.

Task 1, Organize Resources, includes obtaining communities' commitment to the Plan Update; formulating the Hazard Mitigation Planning Committee (HMPC) and establishing HMPC and jurisdictional participation requirements; planning for public involvement; and coordinating with other agencies.

#### ***Documenting Community Commitment***

Placer County and other participating jurisdictions, through the PDM grant application process and other ongoing efforts, have established their commitment to this Plan Update. CONSULTANT will work with the County and plan participants to develop and obtain a letter of commitment from each participating jurisdiction for inclusion in the planning process appendix to the plan. Cal OES requires this letter to be included in the plan documentation as part of plan approval.

#### ***Hazard Mitigation Planning Committee***

A coordinated, engaged HMPC comprised of key community stakeholders is critical to a successful mitigation planning process and Plan Update. The planning committee created for the existing Placer County LHMP will be used to form the basis of the HMPC. New department representatives from the County, incorporated communities, special districts, and other agencies and public and private stakeholders with an interest in natural hazards planning in the Placer County planning area will be invited to participate in the Plan Update process through membership on the HMPC. In addition to jurisdictional participants, committee members, in coordination with PCOES, may include residents, community leaders, and business owners to provide for a representative cross-section of the community.

### ***Jurisdictional Participation***

Each jurisdiction seeking FEMA-approval of the plan will be required to participate in the Plan Update process as set forth by DMA regulations and guidance. For this Plan Update, the County will identify all participating jurisdictions that will participate in the plan update process. Jurisdictions include the County, incorporated communities and numerous special districts, such as the water agency and district, fire protection districts, irrigation districts, flood control and water conservation district, public services districts, public utility districts, and school districts will be participating jurisdictions required to comply with the following participation elements to receive FEMA plan approval:

- Provide representation on the HMPC, attend meetings, and participate in planning process
- Assist in providing data and identifying the unique risks that affect their jurisdiction and how the risk differs across the planning area
- Support/facilitate the CRS community requirements for maximizing CRS credits
- Identify and prioritize mitigation actions/projects for their jurisdiction
- Provide a status on mitigation actions identified in the original plan
- Distribute, review and comment on the draft plan(s)
- Coordinate the public outreach process, attend public meetings as necessary to solicit input from community stakeholders
- Formally adopt the Plan Update
- Manage the implementation of the resulting mitigation plan

All other jurisdictions and public and private stakeholders will be asked to support the planning process through representation on the HMPC; providing data and input for the updated risk assessment and mitigation strategy; and reviewing plan drafts prior to finalization and submittal to Cal OES and FEMA.

### ***Kickoff Meeting***

At the beginning of the process, a kickoff meeting of the HMPC will be held to present information on the hazard mitigation planning regulations and guidance, jurisdictional participation requirements, and project scope and schedule. This meeting will include a review and update of the hazards identified from the original plan. Mitigation successes since the last plan will also be discussed in addition to discussing possible new mitigation ideas for the update. Agency coordination and an initial strategy for Public Information and Outreach will also be discussed during this kickoff meeting.

### ***CRS Approach***

CRS, Step 1, Organize to prepare the plan is worth **15 credit points**. CONSULTANT will work with the County to ensure proper representation on the HMPC. For CRS communities, the office responsible for the community's land use and comprehensive planning must be actively involved in the planning process. In addition, the staff of CRS community departments on the HMPC must have expertise on activities that will be reviewed during mitigation strategy development and include: Preventative Measures, Property Protection, Natural Resource Protection, Emergency Services, Structural Flood

Control Projects, and Public Information. Each CRS community must have at least two representatives on the planning committee.

CONSULTANT will develop a resolution that establishes the makeup of the HMPC and officially creates the planning process. The resolution to be executed by the governing board of each CRS community will be developed after the initial kick-off meeting once initial interest and participation on the HMPC has been determined.

### ***Deliverables***

- ✓ Initial project conference call
- ✓ Recommendations for formation of HMPC
- ✓ Draft of written invitations to plan participants, planning team members and other public and community stakeholders
- ✓ Letters of commitment for participating jurisdictions
- ✓ Development of a resolution to be executed by governing boards of CRS communities
- ✓ Project kickoff meeting (HMPC Meeting #1) and facilitation of public meeting #1

### **Task 2 (CRS Step 2): Public Involvement**

CONSULTANT will work together with Placer County and the HMPC 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 natural hazards and the hazard mitigation planning process in the Placer 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.

Public outreach activities will: leverage existing community outreach mechanisms where available and may include inviting public stakeholders to serve on the HMPC; as well as publicize the activities of the HMPC through the County's website, press releases to local media outlets, presentations on the hazard mitigation planning process combined with other community meetings, and public meetings, and other outreach efforts to local public stakeholders.

### ***CRS Approach***

CRS Step 2 is worth **120 credit points**. CONSULTANT will work with the County to create a planning committee with 50% representation comprised of public or other stakeholders that are not part of the local governments. For CRS, "public" means individuals that are not attached to local government and do not have local regulatory authority and may include: residents, businesses, property owners and tenants in the floodplain, and other known hazard areas as well as other stakeholders in the community such as developers and contractors, civic groups, environmental organizations, academia, non-profit organizations, major employers and staff from other governmental agencies such as a housing authority, Natural Resource Conservation Service, or National Weather Service. Depending on

interest, this credited planning committee may either be the HMPC or a steering committee to the HMPC as necessary to maximize CRS credits.

Two sets of public meetings are required for CRS. Early public meeting(s) must be held at the beginning of the planning process to obtain input on the natural hazards problems and possible solutions. The early public meeting must be separate from the HMPC, and should be held in affected areas apart from local government facilities. The meeting must be properly advertised in the local newspaper in either a news article or in a paid advertisement. It cannot be a legal advertisement.

Another public meeting (s) is also required to be held at the end of the planning process, at least two weeks before the plan is adopted. Similar to the early public meeting, this final meeting will be held apart from the HMPC meeting, at a non-governmental location, and properly advertised.

CRS credits are also available for each public information activity beyond the public meetings. Potential public information activities can include: 1) creating information on County website on the LHMP Update; 2) creating a survey or questionnaire to put on the website and make available through public meetings; 3) speaking to specific groups, such as civic groups, homeowner associations, etc., on the LHMP Update; 4) creating an information booth at a festival or local retailer providing a copy of the in-process plan, survey, or other plan update information; or 5) publishing a local newspaper article on the plan update process and how the public can get involved.

This effort will consider, align, and build upon any Program for Public Information (PPI) activities that may be underway at the County in developing the public information strategies for this plan update. CONSULTANT will work with Placer County to combine the public outreach activities for this plan to leverage any existing PPI activities for the County.

### ***Deliverables***

- ✓ Recommendations for public makeup of the HMPC or HMPC steering committee
- ✓ Public Information Outreach Strategy Plan
- ✓ Coordination with County PPI program, if applicable
- ✓ Drafts of website, press releases, newsletters, survey etc.
- ✓ Public meetings (2 sets of 2 meetings (west and east side County locations) held during the same time frame as HMPC meetings #1 and #5)

### **Task 3 (CRS Step 3): Coordinate with Other Agencies**

DMA regulations require that the mitigation planning process include other organizations, agencies, and key stakeholders. Representatives from local, state, and federal agencies and organizations with significant interests in the community, natural hazards, and/or mitigation may be invited to join the HMPC.

### ***Data Collection and Review***

CONSULTANT staff will work closely with Placer County and the HMPC 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 it pertains to identified hazards of concerns, 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.

### ***Coordination with Other Planning Efforts***

Also integral to the DMA planning process is the coordination and integration with other community planning mechanisms as well as with other data and information from stakeholders and agencies. CONSULTANT will work with the County and HMPC 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, storm water master plans, capital improvement program planning and budgeting, and any other relevant documents. These plans will be evaluated for effectiveness and integrated into this Plan Update as appropriate. In addition, past and ongoing integration efforts of the County's 2010 Hazard Mitigation Plan into other community planning efforts will be identified and described in this Plan Update. Also as part of this task, CONSULTANT will work to ensure that the Plan Update is aligned with the goals, objectives, and priorities of the 2013 State of California Hazard Mitigation Plan.

### ***CRS Approach***

CRS Step 3 is worth **35 credit points**. To maximize CRS credits under this planning step, the planning process must include a review of existing studies, reports and technical information, and other pertinent information to the plan to determine if any other community programs may affect or be affected by the LHMP Update and how other agency information can be incorporated into the Plan Update.

Coordinating with agencies and organizations outside the community's government structure is also required under CRS Step 3. For credits under this activity, "coordinate" means: 1) contact the agency or organization and keep a record of the contact; 2) ask for data or information related to the hazards; 3) ask if the agency or organization is doing anything that might affect flooding or properties in flood prone areas; and 4) offer the agency organization an opportunity to be involved in the Plan Update process, such as joining the HMPC, providing data, attending meetings, and reviewing and commenting on draft plans.

### ***Deliverables***

- ✓ Identification, collection and review of relevant data
- ✓ Coordination (and documentation) with existing planning mechanisms
- ✓ Identification, coordination (and documentation) with other agencies, organizations and stakeholders

- ✓ CRS agency coordination/documentation
- ✓ Assessment and documentation of past integration efforts of the County's existing Hazard Mitigation Plan

## **Phase II: Risk Assessment**

CONSULTANT will work with the County and HMPC to update the existing natural hazard risk assessment. This multi-hazard risk assessment update will include existing and new hazards identified by the HMPC and will use best available data to evaluate the risk and vulnerability from identified hazards that may affect or have historically affected the Placer 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) hazard identification and profiles; 2) vulnerability assessment; and 3) capability assessment.

### **Task 4 (CRS Step 5): Assess the Hazard – Hazard Identification and Profiles**

The first step in assessing the hazard is to identify and profile hazards as they affect the Placer County planning area. CONSULTANT will work with Placer County and the HMPC to revisit the current list of hazards to determine if any new hazards should be included in the Plan Update or likewise, 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 Placer 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 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.

Based on CONSULTANT's recent experience in neighboring northern California communities, it is anticipated that some of the existing Placer County hazards will be modified and enhanced and others added. The flood hazard will again be addressed comprehensively, coordinating with the Placer County Flood Control and Conservation District, and will utilize updated FEMA and other maps and data of flood hazard areas. The drought hazard will be expanded upon to 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 Placer 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 priority hazard. Close coordination with the Placer County Fire Safe Alliance and other groups will be a priority. Although not a natural hazard, this plan update will also look at the hazardous materials transportation/train derailment issue, especially in light of the new Senate Bill AB 2678 which directly affects the potential for a devastating oil spill event to occur in the County. In addition as previously mentioned, 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 HMPC, 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 was approved 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 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.

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.

### ***CRS Approach***

CRS Step 4 is worth **35 credit points** and requires that the flood hazard assessment address all flood conditions shown on the FIRM, flooding areas located outside of the FIRM, and repetitive loss flood areas. CONSULTANT will work with the County to identify all areas of past and potential flooding in accordance with this CRS requirement and document them in the plan based on best available data. Data sources to support this effort will include: County, state and federal maps and studies; FEMA FIRMs/DFIRMS; and identified repetitive loss properties and areas, based on FEMA, ISO, and County data. This step will also include an assessment of less frequent flood hazards such as levees and other special flood related hazards. Maps and other available information of these hazard areas will be documented in the Plan Update. The flood hazard analysis will include the identification of areas likely to flood and flood problems likely to get worse. This will include an assessment of floodplain and watershed development considerations as well as a discussion related to the potential effects of climate change on the flood hazard in the Placer County planning area. CONSULTANT will work with the County and other agencies to identify these issues as part of the hazard profiles and provide the documentation for inclusion in the plan. Also as credited under this planning step, other identified hazards will be profiled and analyzed for inclusion in the updated risk assessment for the Plan Update.

### ***Deliverables***

- ✓ Updated list of hazards
- ✓ Updated hazard identification and profiles section of the plan
- ✓ Evaluation of the flood hazard (and other identified hazards) to support CRS credits for documentation of the flood hazard for all potential flood areas/issues
- ✓ Initial prioritization of identified hazards

### **Task 5 (CRS Step 5): Assess the Problem: Vulnerability Assessment**

The second step of the risk assessment phase is to conduct a vulnerability assessment to determine the vulnerability of participating jurisdictions and the planning area to identified hazards.

CONSULTANT will evaluate 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 software 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 Placer County and participating jurisdictions in identifying and structuring viable mitigation projects and in prioritizing those projects for funding and implementation.

In accordance with DMA requirements, the updated risk assessment will include an analysis of the risk and vulnerability of the Placer County planning area to identified priority hazards and will illustrate through updated maps, tables and other methods how the risk and vulnerability varies across the planning area.

### ***Identify Assets***

The vulnerability assessment is designed to evaluate and quantify, where possible, potential hazard-related losses to a planning area. Critical to this analysis is conducting an inventory of key community assets. Community GIS resources, Placer 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 Placer County planning area dated 1/7/2015 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 2012 CWPP 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. CONSULTANT will work with the County and HMPC to identify existing County data and analyses. To the extent supported by available data, the following elements will be addressed:

- Number, types, occupancy, and values of existing parcels and buildings in the Placer 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, CONSULTANT 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, CONSULTANT 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. Evaluating past hazard areas and impacts against existing and trending land use patterns provides an assessment of the vulnerability of certain areas and land uses to given hazard events. The results of this assessment provide a community with critical information for developing a sound, forward-thinking mitigation strategy as well as determining where and how to grow in the future.

### ***Capability Assessment***

The capability assessment is the final step of the risk assessment. CONSULTANT will conduct a capability assessment to identify existing technical, financial, and other mitigation capabilities of the Placer County planning area. By collecting information about existing programs, policies, plans, and regulations as they relate to hazard mitigation, Placer County and the HMPC 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
- Storm water management plans and regulations
- Past mitigation projects and activities conducted throughout the planning area

Understanding the benefits realized from existing mitigation capabilities, including any recent or ongoing mitigation projects implemented, will assist in identifying the current risk and vulnerabilities to identified hazards as well as informing the updated mitigation strategy. CONSULTANT will evaluate and document recent and ongoing mitigation projects implemented since the 2010 Plan. These would include a variety of mitigation projects being done under the new 2012 CWPP and through other fire plans and groups, including the 2014 Placer County Biomass Strategic Plan; projects being implemented through County Public Works, including the Watershed Improvement Project and Stormwater Drainage and Infrastructure Improvement Projects going on at Kings Beach, the Snow Creek SEZ Restoration Project, and the Alpine Meadows Bridge Replacement Project; and flood mitigation projects being implemented through the Placer County Flood Control District, such as the Antelope Creek Flood Control Project, the Dry Creek Watershed Plan, the Miners Ravine Detention Basin; as well as other mitigation projects identified through this task. It should be noted that some of these recent mitigation projects (i.e., the Alpine Meadows Bridge Replacement and many wildfire projects) were identified mitigation strategies included in the past mitigation plan for the County.

### ***Hazard Prioritization***

Following completion of the risk assessment, CONSULTANT will work with the County and HMPC to prioritize hazards of significance. This final prioritization process is an important element in plan development as it allows the County and participating jurisdictions to focus resources on significant hazards to the community, resulting in a more focused, achievable mitigation strategy for the plan.

The results of the updated risk assessment will be presented at HMPC meeting #2.

### ***CRS Approach***

CRS Step 5 is worth **52 credit points**. As part of the vulnerability assessment, CONSULTANT provide a summary of each hazard identified in the hazard assessment and the impact to the community. This will include information on life safety and public health considerations to floodwaters/mold and the need for flood warning and evacuation of both residents and visitors. The natural and beneficial function of floodplains will also be discussed. Utilizing County GIS, an inventory and mapping of critical facilities and any related flood policies and procedures for protecting or removing existing critical facilities from the floodplain will be researched and documented for inclusion in the Plan Update. To the extent data is available, CONSULTANT will also ensure other CRS components of the vulnerability assessment are addressed in this Plan Update, including a discussion of the community's economy and tax base; the number and types of all buildings, by jurisdiction, their floodplain designation and a summary of flood insurance/claims for the existing built environment. The flood section for the Plan Update will also include an assessment of the impacts of future flooding conditions on people, property and floodplain functions as a result of multiple factors such as development, redevelopment, and population trends, and other issues such as climate change affects. CONSULTANT will identify these impacts through the hazard vulnerability assessment and will include recommendations in the plan document. We will also provide similar coverage for all identified hazards of concern, as appropriate.

### ***Deliverables***

- ✓ Updated risk assessment section of the plan, including hazard identification and profiles, vulnerability assessment, and capability assessment
- ✓ GIS and Hazus analysis (as data permits)
- ✓ Maps and tables of hazard areas, community assets, and vulnerability analysis as data is available
- ✓ CRS focused analysis, data, maps, write-ups and discussions
- ✓ Presentation of risk assessment data at HMPC Meeting #2

### **Phase III: Develop Mitigation Strategy (Plan)**

The mitigation strategy is ultimately the most important part of the plan. While the risk assessment defines the risks and vulnerability of a planning area, the mitigation strategy contains the mitigation action items and projects that will be implemented over the five year life of this Plan Update to reduce hazard-related losses, make the community more disaster resistant, and to better recover when disasters do occur.

During the mitigation strategy development phase of this Plan Update, CONSULTANT 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 Placer County planning area.

### **Task 6 (CRS Step 6): Set Goals**

Using the results of the updated risk assessment, the HMPC 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.

CONSULTANT will work with the County and HMPC to update plan goals and objectives. As a starting point, goals and objectives from the existing Placer 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/storm water 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 HMPC Meeting #3.

### ***CRS Approach***

CRS Step 6 is worth **2 credit points**. CONSULTANT staff will be responsible for developing plan goals for the updated hazard mitigation plan in conjunction with the HMPC established for this planning process in accordance with CRS requirements.

### ***Deliverables***

- ✓ Facilitation of goals and objectives update at HMPC Meeting #3 (held in conjunction with HMPC 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 (CRS Step 7): Review Possible Activities**

Once plan goals and objectives have been updated for the Placer County planning area, CONSULTANT will work with Placer County and the HMPC to identify, analyze, and prioritize updated mitigation actions and projects.

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 Plan Update or need to be eliminated or modified. As well, new actions will be developed with input from the HMPC and as identified from other community plans. The review and update of mitigation actions and projects will occur at HMPC Meetings #3 and #4, where the HMPC 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. 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:

- Prevention
- Property Protection
- Emergency Services
- Structural Projects
- Natural Resource Protection
- Public Information Programs

### ***CRS Approach***

CRS Step 7 is worth **35 credit points**. CRS emphasizes providing a comprehensive review of mitigation alternatives according to the six major categories listed above and including a discussion why certain actions are appropriate for implementation while others are not. Specific attention will be given to a review of preventative activities with an evaluation of various land use, floodplain management and building code regulations and ordinances. It is important to review these existing measures and provide a discussion and documentation of how the tools can reduce future flood losses, the current standards in the community's plans and regulations, and whether the community should adopt such plans or regulations and the goals identified for this Plan Update. CONSULTANT will work with the County and HMPC to conduct this review of floodplain management regulatory standards and whether they are sufficient for current and future flood conditions.

### ***Deliverables***

- ✓ Facilitation and identification of mitigation action alternatives for all hazards and CRS categories
- ✓ Mitigation Project identification/prioritization at HMPC Meetings #3 and #4
- ✓ Identification, review and analysis of existing floodplain management regulatory standards and practices for the County and other CRS communities

### **Task 8 (CRS Step 8): Draft an Action Plan: Mitigation Implementation Strategy**

Upon finalization of goals and objectives and mitigation actions and projects, the HMPC 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 Placer 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 **s**ocial, **t**echnical, **a**dministrative, **p**olitical, **l**egal, **e**conomic, and **e**nvironmental feasibility of proposed mitigation actions.

CONSULTANT, will work with the County, HMPC, 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 Placer County planning area.

### ***CRS Approach***

CRS Step 8 is worth **60 credit points**. Based on the prioritization process for the mitigation action strategy, the Mitigation Action Plan will include and document an action item for each goal developed under Step 6. In order to maximize credits under this element, CONSULTANT will work with the HMPC to develop mitigation action items from at least five of the six CRS categories. Post-disaster mitigation policies and procedures will also be identified and discussed for inclusion in the mitigation strategy. To ensure a comprehensive mitigation strategy, mitigation action items will be developed for all priority hazards.

### ***Deliverables***

- ✓ Finalization of prioritized mitigation strategy addressing all mitigation categories
- ✓ Development of implementation strategy/compilation of Mitigation Action Worksheets completed by the HMPC
- ✓ Documentation of post-disaster mitigation policies and procedures
- ✓ Draft of mitigation action strategy portion of the plan

### **Task 8a: Draft Plan**

Using state and federal guidance to ensure that all DMA, FMA, and CRS requirements are being met, a complete first draft of the LHMP Update will be prepared. This will include a comprehensive review and update of all sections of the 2010 Placer 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, including: the evaluation of risks and vulnerability of natural hazards to the Placer 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 Plan Update. A detailed description of the public information strategies implemented for this Plan 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 Review and Finalization Process***

A complete first draft of the LHMP Update will be provided to the County and HMPC for review and comment. The County/HMPC'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 2 of this Scope. A final HMPC meeting, HMPC Meeting #5, will be held to discuss any public comments and final input into the plan document. HMPC Meeting #5 and Public Meeting #2 will be held during the same timeframe.

### ***Deliverables***

- ✓ Development and documentation of the mitigation planning process
- ✓ Development of a planning process appendix to meet DMA and CRS documentation requirements
- ✓ Development of the base plan with appendices and annexes for all participating jurisdictions
- ✓ First draft of the Plan Update for review by HMPC members
- ✓ Second public review draft of the Plan Update for public review
- ✓ Facilitation of HMPC Meeting #5 and Public Meeting #2 on the public review draft plan

## **Phase IV: Plan Maintenance Process**

### **Task 9 (CRS Step 9): Final Plan Submittal and Adoption**

Based on feedback from the public meetings and final input during HMPC Meeting #5, a final draft in digital and hard copy will be developed for submittal to Cal OES and FEMA for preliminary review and approval. Based on this review, requested changes to the plan will

be made and a master electronic and hard copy of the plan will be developed to assist with community adoptions. CONSULTANT 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.

### ***Finished Product***

Upon adoption by participating jurisdictions, the County/HMPC 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.

### ***CRS Approach***

CRS Step 9 is worth **2 credit points**. As part of the CRS requirements for this Step, the FEMA-approved plan will be adopted by the governing board of each participating CRS community and documentation included in the final plan deliverable. CONSULTANT will also work with ISO to assist with review and scoring of the LHMP Update as necessary.

### ***Deliverables***

- ✓ Third draft for Cal OES and FEMA submission
- ✓ Preparation of Cal OES/FEMA plan review tool
- ✓ Preparation of ISO CRS crosswalk
- ✓ Final draft of the plan for formal adoption
- ✓ Adoption documentation
- ✓ Final Plan delivery to Placer County

### **Task 10: Develop Procedures to Implement, Monitor, and Update the Plan**

CONSULTANT will work with the County to determine an updated method and schedule for monitoring and evaluating the Placer 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 HMPC will continue to involve the public in the plan maintenance and update process

### ***CRS Approach***

CRS Step 10 is worth **26 credit points**. Once the plan has been approved by FEMA and adopted by participating jurisdictions, it is now up to the communities to implement the Plan Update. CONSULTANT will develop and include in the plan implementation and maintenance section of the update, procedures for monitoring and making plan revisions as necessary. CONSULTANT will work with County and HMPC to ensure understanding of those evaluation criteria, schedules, and processes necessary for maximizing credits under this Step. It will be important to ensure that the HMPC or documented successor committee is responsible for this Step. Other procedures such as continued incorporation into existing planning mechanisms and continued public involvement will be identified and included in the plan maintenance and update section.

### ***Deliverables***

- ✓ Draft of implementation, monitoring, and update process (in accordance with CRS requirements)

**EXHIBIT B**

**PAYMENT FOR SERVICES RENDERED**

**PAYMENT SCHEDULE:** The amount of the contract shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000), including labor, travel, materials, and miscellaneous expense costs. The total contract amount includes contingency funds of \$1,407 which may be used for additional related services, upon written direction of the PCOES Program Manager. CONSULTANT shall invoice the COUNTY for hours worked and expenses incurred as specified in the Scope of Services on a monthly basis, or not later than February 28, 2016.

**INVOICES AND PAYMENT TERMS:** Invoices are to be mailed to the COUNTY department specified below. All invoices must include the contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis. The payment term shall begin on the date a correct invoice is received by County. Foster Morrison Consulting LLC will be listed as payee on the payment check. All work shall be invoiced on a time-and-materials basis, in accordance with the hourly rates shown below. Direct costs include all reimbursable expenses such as travel and materials and shall be itemized on invoices.

|                                |          |
|--------------------------------|----------|
| QA/QC:                         | \$130.00 |
| Project Manager/Sr. Planner:   | \$120.00 |
| Lead Planner/Technical Editor: | \$ 90.00 |
| GIS/Risk Assessment:           | \$ 75.00 |

INVOICE ADDRESS: Placer County OES, Attn: Young "Rod" Rodriguez, 175 Fulweiler Avenue, Auburn, CA 95603

**COST SUMMARY:** The following tables provides a summary of fees broken out by project phase and task as described in the Scope of Services (for both the base scope and CRS scope) 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.

**LHMP Update Cost - Base Scope of Service**

| Description (by Project Phase and Task)          | Labor Costs         | Direct Costs      | Total Costs         |
|--|---------------------|-------------------|---------------------|
| <b>Phase I LHMP Planning/Development Process</b> |                     |                   |                     |
| Task 1: Organize Resources                       | \$6,860.00          | \$2,509.00        | \$9,369.00          |
| Task 2: Public Involvement                       | \$8,800.00          | \$50.00           | \$8,850.00          |
| Task 3: Coordinate with Other Agencies           | \$3,480.00          | \$50.00           | \$3,530.00          |
| <b>Total Phase I</b>                             | <b>\$19,140.00</b>  | <b>\$2,609.00</b> | <b>\$21,749.00</b>  |
| <b>Phase II Risk Assessment</b>                  |                     |                   |                     |
| Task 4: Assess the Hazard                        | \$20,240.00         | \$75.00           | \$20,315.00         |
| Task 5: Assess the Problem                       | \$30,620.00         | \$75.00           | \$30,695.00         |
| Capability Assessment                            | \$8,280.00          | \$1,292.00        | \$9,572.00          |
| <b>Total Phase II</b>                            | <b>\$59,140.00</b>  | <b>\$1,442.00</b> | <b>\$60,582.00</b>  |
| <b>Phase III Mitigation Strategy</b>             |                     |                   |                     |
| Task 6: Set Goals                                | \$4,940.00          | \$2,855.00        | \$7,795.00          |
| Task 7: Review Possible Activities               | \$9,260.00          | \$75.00           | \$9,335.00          |
| Task 8: Draft an Action Plan                     | \$18,960.00         | \$1,767.00        | \$20,727.00         |
| <b>Total Phase III</b>                           | <b>\$33,160.00</b>  | <b>\$4,697.00</b> | <b>\$37,857.00</b>  |
| <b>Phase IV Plan Maintenance Process</b>         |                     |                   |                     |
| Task 9: Adopt the Plan                           | \$8,980.00          | \$475.00          | \$9,455.00          |
| Tasks 10: Implement, Evaluate & Revise           | \$1,280.00          | \$50.00           | \$1,330.00          |
| <b>Total Phase IV</b>                            | <b>\$10,260.00</b>  | <b>\$525.00</b>   | <b>\$10,785.00</b>  |
| <b>LHMP Update (Base Scope): Total Costs</b>     | <b>\$121,700.00</b> | <b>\$9,273.00</b> | <b>\$130,973.00</b> |

**LHMP Update Cost CRS Scope of Service**

| Description (by Project Phase and Task)          | Labor Costs        | Direct Costs    | Total Costs        |
|--|--------------------|-----------------|--------------------|
| <b>Phase I LHMP Planning/Development Process</b> |                    |                 |                    |
| Task 1: Organize Resources                       | \$1,980.00         | \$0.00          | \$1,980.00         |
| Task 2: Public Involvement                       | \$2,160.00         | \$25.00         | \$2,185.00         |
| Task 3: Coordinate with Other Agencies           | \$2,400.00         | \$25.00         | \$2,425.00         |
| <b>Total Phase I</b>                             | <b>\$6,540.00</b>  | <b>\$50.00</b>  | <b>\$6,590.00</b>  |
| <b>Phase II Risk Assessment</b>                  |                    |                 |                    |
| Task 4: Assess the Hazard                        | \$1,680.00         | \$0.00          | \$1,680.00         |
| Task 5: Assess the Problem                       | \$1,260.00         | \$0.00          | \$1,260.00         |
| Capability Assessment                            | \$1,260.00         | \$0.00          | \$1,260.00         |
| <b>Total Phase II</b>                            | <b>\$4,200.00</b>  | <b>\$0.00</b>   | <b>\$4,200.00</b>  |
| <b>Phase III Mitigation Strategy</b>             |                    |                 |                    |
| Task 6: Set Goals                                | \$480.00           | \$0.00          | \$480.00           |
| Task 7: Review Possible Activities               | \$2,700.00         | \$25.00         | \$2,725.00         |
| Task 8: Draft an Action Plan                     | \$2,160.00         | \$25.00         | \$2,185.00         |
| <b>Total Phase III</b>                           | <b>\$5,340.00</b>  | <b>\$0.00</b>   | <b>\$5,390.00</b>  |
| <b>Phase IV Plan Maintenance Process</b>         |                    |                 |                    |
| Task 9: Adopt the Plan                           | \$960.00           | \$0.00          | \$960.00           |
| Tasks 10: Implement, Evaluate & Revise           | \$480.00           | \$0.00          | \$480.00           |
| <b>Total Phase IV</b>                            | <b>\$1,440.00</b>  | <b>\$0.00</b>   | <b>\$1,440.00</b>  |
| <b>CRS Services: Total Costs</b>                 | <b>\$17,520.00</b> | <b>\$100.00</b> | <b>\$17,620.00</b> |

