

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: February 7, 2012

| | | |
|---|--|--|
| 2. AGENDA ITEM: | | |
| <input type="checkbox"/> Appointments | <input type="checkbox"/> Bids/Purchases | <input type="checkbox"/> Claims |
| <input checked="" type="checkbox"/> Contracts/agreements/leases | <input type="checkbox"/> Grants | <input type="checkbox"/> Land Use: Variances/Board App/Plats |
| <input type="checkbox"/> Proclamations | <input type="checkbox"/> Public Hearings/Rules & Reg's | <input type="checkbox"/> Reports & Public Petitions |
| <input type="checkbox"/> Resolutions | <input type="checkbox"/> Other: | |

3. DEPARTMENT: Laramie County Emergency Management

APPLICANT: Jeanine West

ENT:

4. DESCRIPTION: Consideration of a an agreement for AMEC Environmental & Infrastructure to provide planning services for the revision of the Cheyenne/Laramie County Mitigation and Strategy Plan

Amount: \$83,248.00 From
Project funded by HMGP Grant, City of Cheyenne & an In-Kind match from Laramie County

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY

5. DOCUMENTATION: 2 Originals and (4) four copies

2nd original EMC 2-9-12

| <u>Commissioner</u> | <u>Clerks Use Only:</u> | <u>Signatures</u> |
|------------------------|-------------------------|-----------------------|
| Woodhouse_____ | | Co Attny _____ |
| Humphrey_____ | | Assist Co Attny _____ |
| Thompson_____ | | Grants Manager _____ |
| Action _____ | | Outside Agency _____ |
| Postponed/Tabled _____ | | |

**AGREEMENT TO PROVIDE PLANNING SERVICES FOR THE REVISION OF THE
CHEYENNE / LARAMIE COUNTY MITIGATION AND STRATEGY PLAN BETWEEN
LARAMIE COUNTY AND AMEC ENVIRONMENT & INFRASTRUCTURE**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, 310 West 19th Street, Suite 410, Cheyenne, Wyoming 82001, ("COUNTY") and AMEC Environment & Infrastructure, 1002 Walnut Street, Suite 200, Boulder, CO 80302 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide planning services to Laramie County, Wyoming in connection with the required update and combination of the existing Multi-Hazard Mitigation and Strategy Plans for Laramie County and the City of Cheyenne, including the town of Albin, town of Burns and the town of Pine Bluffs. The current plans are out of date and Laramie County is required to obtain Federal Emergency Management Agency (FEMA) approval for the updated plan to meet compliance standards for receipt of Hazard Mitigation Planning Grant (HMPG), Public Assistance and other hazard mitigation and disaster relief funds from FEMA and the State of Wyoming following a natural disaster. In addition to allowing Laramie County to remain eligible for disaster relief funds, a hazard mitigation plan will provide a planning document that identifies potential hazards, vulnerabilities and strategies to reduce short-term and long-term risks to life and property.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until completely performed.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay AMEC Environment & Infrastructure \$83,248.00. Payment will be made upon receipt of the CONTRACTOR'S monthly invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide and complete the services described in Attachment A, Proposal for: Cheyenne/Laramie County Emergency Management Mitigation Plan Revision and attachment B Scope of Work, attached hereto and fully incorporated herein.

B. CONTRACTOR agrees to retain all required records for three (3) years after

*C. Wilbur
Lynette
WQ*

the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

C. GIS Maps and Digital Data: If the CONTRACTOR uses any maps, coverage's, images, or other digital data created by the *Cheyenne/Laramie County Cooperative Geographic Information System* (CLCCGIS) for the project specified in Exhibit A, the CONTRACTOR agrees to return or destroy that information once the project is complete. CONTRACTOR agrees not to reuse or sell the GIS maps or data, which were provided as a professional courtesy and to minimize the cost of the project.

D. GIS Data Limitation and Disclaimer Liability: GIS data is collected primarily for use by the City of Cheyenne and Laramie County. Any unauthorized use of the data is at the risk of the user. The CLCCGIS cannot vouch for any unauthorized use.

V. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (6 pages) and Attachment A (52 pages), and attachment B (5 pages), represent the entire and integrated agreement and understanding

between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees

to indemnify and hold harmless COUNTY, the City of Cheyenne, the Towns of Burns, Pine Bluffs and Albin, their elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY, the City or the named Towns or their employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

N. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

O. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

P. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

Q. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

R. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when

personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

S. Compliance with Laws: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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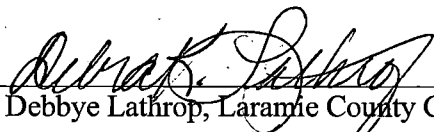
**AGREEMENT TO PROVIDE PLANNING SERVICES FOR THE REVISION OF THE
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Signature Page

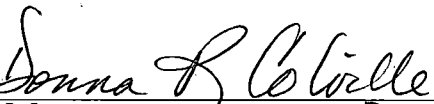
LARAMIE COUNTY, WYOMING

By:  Date 2/8/12
Gay Woodhouse, Chairman, Laramie County Commissioners

ATTEST:

By:  Date 2/8/12
Debbye Lathrop, Laramie County Clerk

CONTRACTOR: AMEC Environment & Infrastructure

By:  Date 1-23-2012
Office Manager, Denver Water & Environment

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 1/24/12
Mark T. Voss, Laramie County Attorney

Commissioners*Agenda Item #17*

From: Jeanine West
Sent: Monday, February 06, 2012 4:24 PM
To: Commissioners
Subject: Mitigation Budget

Valerie,

Please forward the financial breakdown, below, to the Commissioners for the Mitigation revision contract.

| | |
|------------------|---|
| Grant | \$40,612.50 |
| County 25% Match | \$26,743.30 (This is an in-kind match) |
| City | <u>\$15,892.20</u> |
| Total | \$83,248.00 |

Let me know if they have any other questions.

Thank you,
Jeanine West
Executive Assistant
Laramie County Emergency Management
307-633-4336

2/7/2012

Scope of Work Laramie County

This scope of work is to update and combine the original Laramie County Multi-Hazard Mitigation plan adopted in 2005 and the City of Cheyenne Hazard Mitigation Plan also adopted in 2005. The combined Cheyenne / Laramie County Mitigation and Strategy plans will address issues within the City of Cheyenne and Laramie County to include the Towns of Burns, Pine Bluffs and Albin. Natural hazards such as flood, wind, fire and geological hazards will be addressed and will mirror the Wyoming State Multi Hazard Mitigation Plan. The revised Mitigation Strategy and Plan will meet the requirements outlined in 44 CFR Part 201 and the most current FEMA plan guidance available.

The original plans adopted in March of 2005 for Laramie County and February 2005 for the City of Cheyenne will be the base documents from which all work will begin. Each plan will be reviewed by section and analyzed by the local planning team and other involved parties, reviewing and assessing them as to adequacy or need for revisions and updates as applicable. Our goal is to combine both the City of Cheyenne and Laramie County plans to create a new plan to be named "The Combined Laramie County Hazard Mitigation and Strategy Plan". It must be recognized that in the past five years there have been changes within the jurisdictions, new technologies are available for use, new data has been developed or identified, additional events have occurred and lessons have been learned.

The Laramie County Emergency Management Agency is ultimately responsible for the final planning product, but anticipates utilizing a qualified contractor to prepare the plan. The contractor will be selected based upon prior experience creating FEMA approved Hazard Mitigation Plans, demonstrated ability to coordinate work by a committee comprised of public and private sector representatives, references, knowledge of the region and its hazard history and ability to complete the project within the available timeframe.

The Laramie County Emergency Management Agency will have overall responsibility for the project but the contractor will do the majority of the work. This will include providing guidance to the County on all aspects of the planning process including facilitating planning meetings, collecting required information from the planning committee, facilitating the work of the local planning team to review, update and improve the entire existing plan and proposed revisions. This will include a risk assessment (including GIS and mapping support), development of a Multi-Hazard Mitigation Strategy, reviewing and updating existing mitigation projects as necessary for the plan, and compiling all documentation to ensure compliance with DMA planning regulations. The contractor will also be responsible for plan drafting, review and final production of any documentation.

Throughout this document, references to "Laramie County" may include the work of the County, the City, the Contractor, and the Towns of Burns, Albin and Pine Bluffs.

1. PLANNING PROCESS

- a. Laramie County and the Contractor will document the hazard mitigation planning process, including but not limited to:

- i. How the plan was prepared
 - ii. How the public was involved(i.e. workshops, community outreach)
 - iii. Including the formal plan adoption
- b. As part of the public process, Laramie County will appoint a Local Planning Team. Members will include representatives from the County, the City, the Town of Burns, the Town of Albin and the Town of Pine Bluffs. The Planning Team will but is not limited to:
 - i. Hold public hearings, meeting and/or workshops during the plan development.
 - ii. Solicit input from citizens and professionals with knowledge of applicable hazards.
 - iii. Solicit input regarding the feasibility of potential mitigation measures for each hazard and the prioritization of mitigation projects.
 - iv. Create a Gantt chart identifying the timeline and schedule of the plan updating process.
 - v. Use/ complete the crosswalk as a tool to assist the planning team during the updating process.
 - vi. Review the final draft of the plan's goals and proposed mitigation projects.
 - vii. Be involved in the implementation as well as the updating of the plan's goals and proposed mitigation projects.
 - viii. A minimum of three Planning Team meetings and two public workshops will be held during the plan update process.

2. RISK ASSESSMENT

- a. All Hazard Identification: Laramie County and the Contractor will re-evaluate the hazards identified in the current Mitigation Strategy and Plans. The Planning Team and Contractor will also develop a comprehensive update to the plan indentifying and prioritizing the previous hazards identified and new hazards that have developed since the adoption of the Mitigation Plan in March 2005.
- b. Vulnerability Assessment: Information collected by the planning team will be utilized to develop an overview of specific vulnerabilities to specific hazards. This vulnerability assessment, if possible, will include:
 - i. Types and numbers of buildings, critical infrastructures to include high loss facilities and hazardous materials facilities. It will also include a general description of the hazard's impact to the vulnerable structures and the impact on the community.
 - ii. All existing multiple-hazard protection measures within Laramie County, including protective measures under the National Flood Insurance Program (NFIP). The NFIP will be examined under the three areas: 1) Floodplain identification and mapping; 2) Floodplain management; and 3) Flood insurance.
 - iii. A description of each measure and the method of enforcement and/or the point of contact for implementation of each measure.
 - iv. Historical performance of each measure and a description of improvements or changes needed.

- v. General description of land uses and development trends to incorporate future land use decisions.
 - vi. A description of vulnerability in terms of dollar losses to provide a common framework for FEMA and state officials.
 - vii. A depiction of the County, the City, Town of Burns, Town of Albin, and the Town of Pine Bluffs, including development, redevelopment and population trends and what the forecast might be in terms of community development.
- c. Hazard Mapping: Using the most up to date data from the Laramie County GIS department and any other available resources including FEMA approved flood plain maps. The updated Mitigation plan will have all updated HAZUS reports from the State of Wyoming. Maps of areas affected by multiple hazards will be developed and will identify a comprehensive inventory/database and map data layers of the following items:
- i. Critical facilities, including but not limited to:
 - 1. Emergency Operation Centers
 - 2. Law Enforcement Centers
 - 3. Fire Stations
 - 4. Hospital and medical facilities
 - 5. Designated Emergency Shelters
 - 6. Water and waste water treatment plants and associated pumping stations.
 - 7. Power generation, transmission and delivery facilities
 - 8. Special population centers, such as licensed day-care facilities, nursing homes/elderly housing, correctional facilities
 - 9. Schools
 - 10. hazardous materials facilities
 - 11. Evacuation routes
 - ii. Any repetitive food loss or substantial damage structures, as defined by FEMA, if applicable.
 - iii. Maps that depict the location of structures, land use, and populations
 - iv. Structures will be delineated by use (e.g. residential, commercial, industrial, institutional, other)

3. MULTIPLE HAZARD MITIGATION STRATEGY

Mitigation strategies will be developed which are specific to exposure and impacts by identified hazards. These strategies will serve as a long-term blueprint for the potential losses identified in the risk assessment. The 2005 plans will be reviewed by the Contractor and the planning team to determine if progress is being made on the previously identified strategies. This strategy will include revising the existing mitigation strategy based on the improved risk assessment and revisiting the goals and objectives of the plan:

- a. A list of mitigation goal statements that focus on reducing the risks from the identified hazards. The goal developments and project prioritization will be conducted by the planning team.
- b. A section that identifies and analyses a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. This section will include a list of prioritized hazard mitigation projects that best meets the needs of Laramie County including the City of Cheyenne and the towns of Burns, Albin and Pine Bluffs for multiple hazard damage reduction based upon-cost benefit review. The plan will identify the responsible agencies/entities, any possible timelines which are identified and estimated costs and potential funding sources (to include applicable FEMA Hazard Mitigation Assistance grant programs).
- c. The plan will analyze jurisdictional actions using highlighting the FEMA STAPLEE methodology for identifying, evaluating and prioritizing mitigation activities, overlaid on existing local conditions. This methodology will allow the jurisdictions to weigh the advantages and disadvantages of implementing various mitigation strategies and make decisions accordingly.
- d. The plan will detail the process for government to consider the requirements of the mitigation plan as part of other planning mechanisms as appropriate such as comprehensive or capital improvements. The mechanisms may include, but are not limited to: plans, codes, regulations, procedures and programs.

4. PLAN MAINTENANCE PROGRAM

- a. Monitoring, Evaluating and Updating: Laramie County will assist the City of Cheyenne and the Towns of Burns, Albin and Pine Bluffs to monitor, evaluate and update this plan every five years (44 CFR § 201.6(d)(3)). The copy of the updated plan shall include a resolution or other formal adoption plan dated within one year of FEMA's "approval pending process".
- b. Incorporation into existing planning mechanism: Laramie County Emergency Management will assist the City of Cheyenne and the Towns of Burns, Albin and Pine Bluffs in the implementation and incorporation of the plans' goals into other local planning processes or other local bylaws or ordinances.
- c. Implementation Schedule: The completed plan will include an implementation schedule with procedures for ensuring the plan's implementation, reviewing progress and recommending revisions to the plan in an annual evaluation report.
- d. Continued Public Involvement: Laramie County Emergency Management will assist the City of Cheyenne and the Towns of Burns, Albin and Pine Bluffs for continued public involvement. As part of Mitigation Plan, the plan maintenance must include how community will continue public participation in the plan maintenance process.
- e. Annually the plan will be reviewed by the Laramie County Emergency Management, the City of Cheyenne and the Towns of Albin, Burns and Pine Bluffs to determine if any updates need to be made. In the event of a mitigated hazard occurring, the plan will be re-evaluated for updates.

5. ADDITIONAL STATE REQUIREMENTS

The Laramie County Emergency Management Agency will assist the City of Cheyenne and the towns of Burns, Albin and Pine Bluffs to identify and include any additional requirements established by the Wyoming Office of Homeland Security.

6. LOCAL MITIGATION PLAN REVIEW CROSSWALK

- a. Local Adoption: Laramie County, the City of Cheyenne and the Towns of Burns, Albin and Pine Bluffs will approve the plan by resolution in compliance with FEMA Requirements § 201.6(c)(5) prior to final submission to FEMA for review and final approval.
- b. Plan Approval: The adopted plan will be submitted to the Wyoming Office of Homeland Security on or before the termination date for initial review and forwarded to FEMA Region VIII for final review and approval.
- c. Plan Review Crosswalk: The Laramie County Emergency Management Agency and the participating jurisdictions will mirror the mitigation planning process regulations at 44 CFR § 201.6. The finalized plan project will be consistent with the most current FEMA Plan Review Crosswalk available at the time of submittal, 44 CFR Part § 201 and the most current FEMA hazard mitigation planning guidance.

7. WORK SCHEDULE/MILESTONES/TIMEFRAME

Upon approval of a the grant, a Ghant Chart and timeline will be developed with the contractor to include final completion of the project and allowing sufficient time for review by both the State of Wyoming and FEMA.