

CONSULTANT SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF NUECES

THIS CONTRACT FOR CONSULTANT SERVICES is made by and between the County of Nueces, hereinafter called "County" and Lockwood, Andrews & Newnam, Inc. hereinafter called "Contractor" for the purpose of contracting for consultant services.

WITNESSETH

WHEREAS, the County desires to contract with Contractor for the purpose of:

Developing a Multi-Jurisdictional Hazard Mitigation Plan ("Plan") encompassing Nueces County and multiple local jurisdictions and special districts within the County. This plan will fulfill all federal, state, and local hazard mitigation plan requirements and meet or exceed standards found under 44 CFR201.6 for mitigation planning for required FEMA approval of the plan. The project is being financed in part by a federal grant (FEMA Hazard Mitigation Grant Program DR-4223) administered through the Texas Division of Emergency Management.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

AGREEMENT

ARTICLE I

SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor Scope of Work is set out in Exhibit A herein attached and incorporated in its entirety. Parties acknowledge that time is of the essence. Various tasks will be completed in accordance with Timeline set out in Exhibit B herein attached and incorporated in its entirety.

ARTICLE II

CONTRACT PERIOD

After execution of this contract, the Contractor shall not proceed with the work until authorized in writing by the County to proceed, as provided in Article IV – Work Authorizations. This contract shall terminate at at the close of business on September 30, 2017, unless extended by supplement agreement duly executed by the Contractor and the County prior to the date of termination, as provided in Article IX – Supplemental Agreements, or otherwise terminated, as provided in Article XVII – Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

**ARTICLE III
COMPENSATION AND METHOD OF PAYMENT**

The maximum amount payable under this contract is \$ 83,250.00, unless modified as provided in Article IX – Supplemental Agreements, for the respective tasks in accordance with Attachment C, herein attached and incorporated in its entirety.

The Contractor shall prepare and submit to the County a quarterly invoice and a progress report stating the status and description of the work accomplished during the billing period.

Payments will be made on a quarterly basis. Invoices must include backup showing actual time and materials used during the quarter, broken out by task. The County will retain 10% of the amounts due which will be paid upon final approval of Plan by FEMA.

The County reserves the right to withhold payment pending verification of satisfactory work, to be determined in the reasonable discretion of the County.

The County assumes no liability for work performed or costs incurred prior to the date authorized by the County to begin work, during periods when work is suspended, or subsequent to the contract completion date.

Contractor warrants it is not prohibited from receiving payment under section 231.006 of the Texas Family Code, regarding persons in arrears on child support payments.

**ARTICLE IV
WORK AUTHORIZATIONS**

The County will issue work authorizations, in the form identified and attached hereto as Attachment D – Work Authorization, to authorize the Contractor to perform one or more tasks. The work authorization will not waive the County’s or Contractor’s responsibilities and obligations established in this contract. The Contractor’s work authorization will be issued by the County Judge.

Upon satisfactory completion of the work authorization, the Contractor shall submit to the County for review and acceptance the deliverables as specified in the executed work authorization.

Work included in a work authorization shall not begin until the County and the Contractor have signed the work authorization. All work must be completed on or before the completion date specified in the work authorization. The Contractor shall promptly notify the County of any event, which will affect completion of the work authorization.

ARTICLE V PROGRESS

The Contractor shall, from time to time during the progress of the work, confer with the County. The Contractor shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the work. Upon request by the County, the Contractor shall make presentations to the Commissioners Court.

At the request of the County or the Contractor, conferences shall be held at the Contractor's office, the County's office, or at other locations designated by the County. These conferences shall also include an evaluation of the Contractor's services and work when requested by the County.

Should the County determine that the progress in production of the work does not satisfy the work schedule, the County will review the work schedule with the Contractor to determine if corrective action is needed.

The Contractor shall promptly advise the County in writing of events which have a significant impact upon the progress of work, including:

- (1) problems, delays, or adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken, or contemplated, and any County assistance needed to resolve the situation; and
- (2) favorable developments or events, which would enable meeting the work, schedule goals sooner than anticipated.

ARTICLE VI SUSPENSION

The County may suspend the work, but not terminate the contract, by giving written notice a minimum of five (5) calendar days prior to the date of suspension. The five (5) day notice may be waived if approved in writing by both parties.

The work will be reinstated and resumed in full force and effect within ten (10) calendar days of receipt of written notice from the County to resume the work. The ten (10) day notice may be waived if approved in writing by both parties.

If the County suspends the work, the contract period, as determined in Article II – Contract Period, is not affected and the contract will terminate on the date specified unless the contract is amended as provided in Article IX – Supplemental Agreements.

ARTICLE VII ADDITIONAL WORK

If the Contractor determines that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, it shall promptly notify the County in writing. In the event the County determines that such work constitutes extra work and exceeds the maximum amount payable, the County shall so advise the Contractor and a supplemental agreement may be executed, as provided in Article IX – Supplemental Agreements.

The Contractor shall not perform any additional work or incur any additional costs prior to the execution, by both parties, of a supplemental agreement. The County shall not be responsible for actions by the Contractor or any costs incurred by the Contractor relating to additional work not directly associated with the performance of the work authorized in this contract or as amended.

ARTICLE VIII CHANGES IN WORK

If the County finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, the Contractor shall make such revisions if requested and as directed by the County. This will be considered additional work and paid for as specified under Article VII – Additional Work.

The Contractor shall make such revisions to the work to correct errors appearing therein, when required to do so by the County. No additional compensation will be paid for the correction of errors.

ARTICLE IX SUPPLEMENTAL AGREEMENTS

The terms of this contract may be modified by supplemental agreement if the County determines that there has been a significant change in the scope, complexity, or character of the service to be performed, or the duration of the work. Additional compensation, if appropriate, shall be identified as provided in Article III – Compensation and Method of Payment.

Any supplement agreement must be executed by both parties within the contract period specified in Article II – Contract Period.

No claim for extra work done or materials furnished shall be made by the Contractor until full execution of the supplemental agreement and authorization to proceed is issued by the County. The County reserves the right to withhold payment pending verification of satisfactory work performed to be determined in the County's reasonable discretion.

**ARTICLE X
PUBLIC INFORMATION ACT**

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the exclusive property of the County and shall be furnished to the County upon request. All documents prepared by the Contractor and all documents furnished to the Contractor by the County shall be delivered to the County upon completion or termination of this contract. The Contractor, at its own expense, may retain copies of such documents or any other data, which it has furnished the County under this contract. Release of information will be in accordance with the Texas Public Information Act.

**ARTICLE XI
SUBCONTRACTING**

The Contractor shall not assign, subcontract or transfer any portion of the work under this contract. All work under this contract shall be performed by Contractor personally.

**ARTICLE XII
EVALUATION OF WORK**

The County and its authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If a review or evaluation is being made on the premises of the Contractor, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County representatives in the performance of their duties. If funds by other agencies or entities are to be used for payment of the services under this contract, the Contractor's services and work may be subject to periodic review and approval by other agencies or entities, including city, county, state, and/or federal agencies.

**ARTICLE XIII
SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for review by the County before a final report is issued. The County's comments on the Contractor's preliminary report shall be addressed in the final report.

**ARTICLE XIV
COMPUTER DOCUMENTS AND INFORMATION EXCHANGE**

Contractor shall submit Plan and any draft Plan (or sections thereof) in a County compatible electronic or digital format that can be edited upon County request.

All computer files must be compatible with the County's computer systems without conversion or modifications and must plot consistent with any reproducible plots submitted.

All plots and graphics media provided by the Contractor shall be delivered to the County. Final payment for the work associated with this contract will not be made until the files furnished by the Contractor have been demonstrated to be usable in the required formats.

**ARTICLE XV
VIOLATION OF CONTRACT TERMS / BREACH OF CONTRACT**

Material violations of the contract terms or material breach of contract, after the expiration of the requisite notice and cure period, by either party shall be grounds for termination of the contract by the opposite party and any increased cost arising from the breaching party's default, breach of contract, or violation of contract terms shall be paid by the breaching party. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

In the event of any material violation or material breach of the requirements or provisions of this contract by either party, the non-breaching party shall send the breaching party written notification, by certified mail, return receipt requested, asserting the existence of such breach in reasonable detail. Following its receipt of such written notice, the breaching party shall have a period of fifteen (15) days in which to either contest the existence of such breach or to cure such breach if it is of a nature which can be cured within the fifteen (15) days. In the event such breach is of the nature which is incapable of being cured within the fifteen (15) days, and the breaching party diligently attempting to cure the breach, the breaching party shall be deemed to be in compliance with this paragraph. If the breaching party fails to cure such breach within the fifteen (15) days (or such longer period if so required), then the breaching party shall be deemed to be in violation of this contract and the non-breaching party may pursue any and all remedies available pursuant to this contract or at law or in equity.

**ARTICLE XVI
TERMINATION**

This contract shall terminate at the close of business on September 30, 2017, unless extended as provided in Article IX – Supplemental Agreements.

This contract may be terminated before the stated termination date by any of the following conditions:

1. By mutual agreement and consent, in writing, of both parties;
2. By the County, by notice in writing to the Contractor as a consequence of failure by the Contractor to perform the services set forth herein in a satisfactory manner;
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein to the reasonable satisfaction of the opposing party hereto;

4. By the County, for reasons of its own and not subject to the mutual consent of the Contractor upon not less than fifteen (15) calendar days written notice to the Contractor; and
5. By written notice from the County upon satisfactory completion of all services and obligations described herein.

Should the County terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Contractor. In determining the value of the work performed by the Contractor prior to termination the County shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the County terminate this contract under Item 4 of the above paragraph, the amount charged during the fifteen (15) calendar day notice period shall not exceed the amount charged during the preceding fifteen (15) calendar days.

If the Contractor defaults in the performance of this contract or if the County terminates this contract for fault on the part of the Contractor, the County will give consideration to the actual costs incurred by the Contractor in performing the work to the date of default, the amount of work which was satisfactorily completed to the date of default, the cost to the County of employing another firm to complete the work required and other factors which affect the value to the County of the work performed at the time of default.

The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the County and the Contractor under this contract except the obligations set forth in Articles X, XII, XVII, XVIII, XIX, and XX of this contract. If the termination of this contract is due to the failure of the Contractor to fulfill its contract obligations, the County may take over the project and prosecute the work to completion. In such case, the Contractor shall be liable to the County for reasonable and necessary cost occasioned to the County.

ARTICLE XVII COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable Federal, State, and local laws, statutes codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this contract, including, without limitation, licensing laws and regulations. When required, the Contractor shall furnish the County with satisfactory proof of its compliance.

In addition, Contractor will comply with all applicable terms and conditions as set out in Hazard Mitigation Grant Program, DR-4223 County award, which is herein incorporated in its entirety by reference.

Contract will comply with all Federal statutes relating to non-discrimination.

It is expressly understood by County and Contractor, that from the date of award of Contractor to one (1) year after termination or expiration of contract term, it is prohibited for any county official or employee thereof, to receive gifts described by Section 5.02 of

the County Personnel or Civil Service Rules, and/or campaign or political contributions regardless of amount from Contractor or principal owners of said Contractor. County Official is defined as those individuals described as county and precinct officers in Subchapter B of Chapter 152 of the Local Government Code. Contractor is furthermore prohibited from making political campaign or personal contributions to candidates for county and precinct office from the date of award of Contractor to one (1) year after termination or expiration of contract term. It is also prohibited for Contractor to contribute to employee associations or for the benefit of groups of employees.

ARTICLE XVIII INDEMNIFICATION

THE CONTRACTOR SHALL SAVE HARMLESS THE COUNTY AND ITS OFFICERS AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, OR EMPLOYEES PERFORMED UNDER THIS CONTRACT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT OF THE CONTRACTOR OR ANY PERSON EMPLOYED BY THE CONTRACTOR. THE CONTRACTOR SHALL ALSO SAVE HARMLESS THE COUNTY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES WHICH MAY BE INCURRED BY THE COUNTY IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES WHICH MAY BE IMPOSED ON THE COUNTY AS A RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACTIVITY BY THE CONTRACTOR, ITS AGENTS, OR EMPLOYEES.

ARTICLE XIX CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

ARTICLE XX RETENTION, AVAILABILITY OF RECORDS AND AUDIT REQUIREMENTS

The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at its office during the contract period and for four (4) years from the date of final payment under this contract or until pending litigation has been completely and fully resolved, whichever occurs last. The County or any of its duly authorized representatives shall have access during normal business hours to any and all books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, transcriptions, and for checking the amount of work performed by the Contractor.

**ARTICLE XXI
SUCCESSORS AND ASSIGNS**

The Contractor and the County do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

The Contractor shall not assign, subcontract, or transfer its interest in this contract without the prior written consent of the County.

**ARTICLE XXII
SEVERABILITY**

In the event any one or more of the provisions contained in this contract, for any reason, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and; this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE XXIII
PRIOR CONTRACT SUPERSEDED**

This contract constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

**ARTICLE XXIV
NOTICES**

All notices to either party by the other, required under this contract, shall be personally delivered or mailed to such party at the following respective address:

COUNTY	CONTRACTOR
Nueces County	Lockwood, Andrews, & Newnman, Inc.
Emergency Management Coordinator	Vice President
901 Leopard, Room 302.03	500 N. Shoreline, Suite 905
Corpus Christi, Texas 78401	Corpus Christi, Texas 78401

**ARTICLE XXV
VENUE AND GOVERNING LAW**

Venue shall be in Nueces County. This Agreement shall be construed under and in accord with the law of the State of Texas.

**ARTICLE XXVI
INSURANCE**

Insurance and Liability

The work shall not be commenced by Contractor until after the policy, or policies, evidencing the insurance coverage herein required, or certificates of such insurance, providing that the insurer shall give County thirty (30) days written notice prior to cancellation, material revision or intention not to renew, have been filed with the County.

In the event the Insurer refuses to provide the County with notice as detailed, the Contractor agrees to provide notice in writing immediately, and shall suspend all work until insurance is restored and proof, in a form acceptable to the County, is provided.

The Contractor, at his/her expense, shall purchase and maintain in force at all times during the term of this Contract, until the Project is finally completed and accepted by County, the insurance with limits not less than indicated below.

No policy shall contain any exclusion for explosion, collapse, or underground coverage. Identify the **project number** and **name** in the Certificate of Liability.

A. Commercial General Liability:

<u>Bodily Injury / Property Damage</u>	
Each	Annual
Occurrence	Aggregate
\$1,000,000	\$2,000,000

A designated Project or Premises Endorsement (CG 25 01 11 85) which applies the general aggregate to the project must be provided. **Nueces County is to be named as additional insured and a waiver of subrogation is required for this policy.**

B. Automobile Liability Covering:

Owned Automobiles
Non-owned Automobiles
including Hired Automobiles
and those of independent contractors. **All must be marked on Certificate of Liability Form as applicable to vehicles that will be utilized on the job site. Only those vehicles that are insured under the Certificate of Insurance are permitted at the job site.**

<u>Bodily Injury / Property Damage</u>	
Per	
Occurrence	

\$1,000,000

Nueces County is to be named as additional insured and a waiver of subrogation is required for this policy.

- C. Professional Liability: covering all individuals performing under the contract:
\$1,000,000.

- D. Workers Compensation Insurance Certificate

Employer's Liability Coverage Limit: \$500,000.

All insurance must be written by insurance companies which are rated in the A.M. Best Rating Guide – Property & Casualty with a policyholder's rating of A, and a financial size category of Class VII. **A waiver of subrogation is required for this policy.**

ARTICLE XXVII

SIGNATORY WARRANTY

The undersigned signatory for the Contractor hereby represents and warrants that the signatory is an officer of the organization for which he or she has executed this contract on behalf of the firm.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the County and the Contractor have executed these presents in duplicate.

COUNTY OF NUECES

CONTRACTOR:

By: _____

By: _____

Samuel L. Neal, Jr.

Title: Nueces County Judge

Title: _____

Date: _____

Date: _____

ATTEST FOR COUNTY:

ATTEST FOR CONTRACTOR:

By: Kara Sands

By: _____

Title: Nueces County Clerk

Title: _____

List of Attachments

- Exhibit A Scope of Work
- Exhibit B Timeline
- Exhibit C Cost per Task (Service/Deliverable)
- Exhibit D Work Authorization

EXHIBIT A

SCOPE OF WORK

Scope of Work consists of development of a Multi-Jurisdictional Hazard Mitigation Plan encompassing Nueces County and multiple local jurisdictions and special districts within the County. The purpose of the mitigation plan is to identify natural hazards, to identify actions and activities to reduce any losses from those hazards, and to establish a coordinated process to implement the plan. The following are key elements in preparation of the plan:

1. Critical Requirements

- a) The Multi-Jurisdictional Hazard Mitigation Plan shall meet or exceed requirements of 44CFR201.6 for FEMA approval and subsequent eligibility to apply for FEMA Hazard Mitigation Assistance and other federal/state hazard mitigation programs;
- b) Natural hazards assessed by this plan shall be identified and coordinated with the current FEMA approved State Hazard Mitigation Plan;
- c) Contractor shall meet with and conduct regular meetings of the Multi-Jurisdictional Hazard Mitigation Planning Team to collect information and develop the Plan for the Plan Participants;
- d) Contractor may be required to make a presentation to Commissioners Court after six (6) months of starting the contract. Additional presentations may be required.
- e) Multi-Jurisdictional Hazard Mitigation Planning Team in-kind time and support materials will be tracked and monitored for potential grant match requirements;
- f) Quarterly Progress Reports will be prepared and submitted to the Texas Division of Emergency Management for the associated PDM planning grant;
- g) The Plan will be submitted to the State of Texas, Division of Emergency Management for review no later than **May 1, 2017**;
- h) Contractor shall address and resolve any issues with the Plan identified during TDEM & FEMA review to expedite the timely adoption of the Plan;
- i) Contractor shall coordinate the adoption of resolutions from each of the plan participants in order to meet and maintain eligibility for FEMA mitigation grant programs;
- j) The project shall be completed **with full FEMA approval** - no later than **September 1, 2017**.

2. Contractor Services

- a) In addition to meeting the above requirements, the Contractor will conduct public meetings to gather information and brief the public on Plan elements, and meet

with plan participants as necessary to gather and assess information to be presented in the Plan. One of the public meetings will include a presentation to the Nueces County Commissioners Court and at each of the other participating jurisdiction regular meetings for adoption of the Plan. The Contractor shall collect data and review and analyze existing and potential hazards and how they may impact development, property and lives within the County. Background information will also be obtained on area history, property status, infrastructure, land use and other relevant elements to determine essential components of the Plan. Current plans associated with disaster and emergency response efforts shall be reviewed and integrated into the overall Plan. The Contractor shall provide the County with monthly updates on progress of the planning effort, and provide a draft Plan to the County for review prior to submission of the Plan to the Texas Division of Emergency Management. The Plan must be approved by FEMA and adopted by all Plan participants as the final deliverable under the Proposal. The Contractor shall clearly state non-discrimination policies in its employment practices and not be debarred from participation in federal contracts or federal funding awards for response to this solicitation;

3. Additional Task Capability List for Participating Jurisdictions

If additional tasks are required by a participating jurisdiction, these would be the responsibility of participating jurisdictions and should be addressed in a separate agreement with that jurisdiction.

4. Planning Process:

a. Public Involvement: the planning process will be in coordination with the contractor, assigned emergency Management staff, agencies, participating jurisdictions, and the community. The process will include an opportunity for public comments during the plan's drafting stage and prior to plan approval at a minimum, two public meeting will be scheduled to allow input from the public. The public meetings will be advertised in the local newspapers. The County, in coordination with the contractor, will also provide an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia and other private and non-profit interest to be involved in the planning process; and regulate development. Several meetings with agencies will be held to gather data information.

b. Hazard Identification and Risk Assessment: The planning process will include a risk assessment that will provide factual basis for activities proposed to reduce losses from identified hazards. It will have sufficient information to enable the county and participating jurisdictions to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards. The risk assessment will include a description of the jurisdiction's vulnerability to the hazards described and the impact on the community. This task will be the responsibility of the contractor in coordination with the county's staff, participating jurisdictions, and related agencies.

c. Mitigation Strategy: the Hazard Mitigation Team and the contractor will develop mitigation goals and strategies to reduce or avoid long-term vulnerabilities. The Plan will include the implementation of mitigation actions and how they will be prioritized, implemented, and

administered by the County and by participating jurisdictions. The Hazard Mitigation Action Plan will be submitted prior to expiration of the current plan.

d. Plan Review, Evaluation, and Implementation: The planning process will also review and incorporate, if appropriate, existing plans, studies, reports, and technical information. The County intends to utilize its Hazard Mitigation Team throughout the planning process, implementation, and maintenance of County's Hazard Mitigation Action Plan. The Plan will include a maintenance process that describes the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle and include a process by which the County incorporates the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.

e. Plan Adoption: The Nueces County Hazard Mitigation Action Plan will be presented to the Commissioners' Court for approval. For each jurisdiction participating, the Plan will be presented to their City Councils or governing body.

EXHIBIT B

HAZARD MITIGATION PROJECT MILESTONES Work Program and Schedule 2016-2017

The parties acknowledge that time is of the essence for completion of this Scope or Work.

ANTICIPATED COMPLETION	ACTION
November-December	Consultant scheduled meeting with Multi-Jurisdictional Hazard Mitigation Project Team and Local Hazard Mitigation Teams to review roles and responsibilities.
November-January	Hazard Identification and Risk Assessment – Consultant to review & incorporate available data and information on properties at risk, flood maps, existing plans, studies, land use and future development trends, reports, and technical information.
November-January	Mitigation Strategy – Key problems identified in, and linkages to, the vulnerability assessment. Consultant to meet with Multi-Jurisdictional Hazard Mitigation Team to draft mitigation goal statement and develop strategies. Identify and analyze specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings & infrastructure.
December	Planning Process – coordinate meeting with planning agencies to discuss the public involvement process.
January	Public Hearings – Schedule public hearings to inform the community on the Hazard Mitigation Plan and to allow input from the community.
March	Local Contribution Due - Must be received prior to receipt of local copy of draft plan.
March	Draft Action Plan released by consultant to be reviewed by Local Hazard Mitigation Teams. Consultant to schedule public meetings for community and agencies input.
April	Draft Plan Review- Multi-Jurisdictional Hazard Mitigation Project Team & Local Hazard Mitigation Teams review draft and provide input, updates, and corrections to consultant to be incorporated in final draft.
May 1, 2017	Mitigation Strategy – Submit Draft Plan to State for review and forward to FEMA for review and approval. Make necessary corrections or changes.
June-August	Adoption – The Final Plan will be presented at a public meeting of the various governing boards and request for authorization to submit Final Plan to State. Governing Boards to adopt Plan by resolution.
September 1, 2017	HMAP approved by FEMA.
September	Distribution of the Hazard Mitigation Action Plan to Participating Parties & Project closeout work.

**EXHIBIT C
COST**

Work periods:

October – December 2016 = invoice January 2017

January – March = invoice April 2017

April – June = invoice July 2017

July – September = invoice October 2017

Invoices will be approved for payment after verification of work as follows .

Service Deliverable	Cost	X % Complete	= Invoiced Amount
Organize Planning Team	\$11,325		
Conduct Capability Assessment	\$21,307		
Incorporate additional data	\$11,320		
Conduct MSW	\$22,148		
HMAP Draft	\$4,160		
TDEM Draft	\$4,995		
FEMA Edits/Submittal	\$4,995		
Expenses	\$3,000		
Subtotal	\$83,250		
<i>Less 10% retainage</i>		<i>-10%</i>	
TOTAL INVOICE	-	-	

WORK AUTHORIZATION

This work authorization is issued in accordance with the Consultant Services Contract dated _____, 2016, between Nueces County and Lockwood, Andrews, & Newnam, Inc..

Work Task:

Items as described on Exhibit A of Services Contract.

Cost:

Up to \$83,250 pursuant to tasks completed as set out in Exhibit C.

Deliverables:

As described on Exhibit A of Services Contract.

Completion date:

September 1, 2017

COUNTY OF NUECES

Lockwood, Andrews, & Newnam

By: _____
County Judge

By: _____

Date: _____

Date: _____