

775 West 1200 North | Suite 200D Springville, UT 84663

GENERAL PLANNING SERVICES AGREEMENT

PROJECT INFORMATION		CLIENT			
Project Name:	Name:	Weber County			
Mahan Cauntus - Dua Diagatan Bakinatian	Address:	Attn: Scott Jenkins			
Weber County ■ Pre-Disaster Mitigation		2380 Washington Blvd			
Plan (PDM) Update		Ogden, UT 84401			
Project #: 2207-016	Phone:	(801) 399-8406			
110,000 2207 010	Fax:				
Date: 12/27/2022	Email:	sjenkins@co.weber.ut.us			

Scope of Work

See proposal dated August 5, 2022, attached hereto as Attachment A, and the certificate of insurance (COI), attached hereto as Attachment B, and incorporated herein by reference, setting forth the detailed scope of work.

OWNER retains RCC, a subsidiary of Jones & DeMille Engineering, Inc., to perform the Scope of Work outlined above.

RCC shall, prior to initiation of the Scope of Work and / or Assignment, provide OWNER an estimated total cost, time, and completion date for each Assignment. RCC shall not begin work on an Assignment(s) until written approval is given by OWNER.

Services provided to OWNER include those listed in the Scope of Work and may also include but not be limited to:

- 1. Community Assessment and Strategic Planning; and
- 2. Evaluation, Training and Facilitation; and
- 3. Communications; and
- 4. Development Review; and
- 5. Code Editing and Recommendations; and
- 6. Land Use Legal Research; and
- 7. Affordable Housing Studies; and
- 8. Emergency Response and Pre-Disaster Mitigation Planning Activities; and
- 9. Other (Including Non-Project Planning Related Work)

Agreement

This is an Agreement effective as of September 7, 2022, between Weber County ("OWNER") and Rural Community Consultants, LLC ("RCC"). Unless terminated prior, this Agreement will be effective through December 16, 2023.

RCC will submit monthly progress invoices to OWNER based on completed hours/percentage complete, and a final bill upon completion of each Assignment. Each invoice is due upon receipt.

OWNER agrees that all work furnished to the OWNER and OWNER's agents not paid for will be returned upon demand and will not be used. RCC reserves the right to file a lien within 90 days of completion of Assignment if the invoice has not been paid.

RCC's Standard Terms & Conditions are attached hereto and incorporated herein by reference.

Fee Schedule

OWNER agrees to pay in accordance with the following billing structure:

Lump sum of \$40,000. Any additional services or adjustments to scope can be completed per the attached hourly rates effective July 1, 2022; rates are subject to annual adjustment.

RURAL COMMUNITY CONSULTANTS, LLC	WEBER COUNTY
Signature	Signature
СТО	
Title	Title
December 27, 2022	
Date	Date



STANDARD TERMS AND CONDITIONS

I. SCOPE

Rural Community Consultants, LLC (RCC) agrees to perform the services described above or as approved in writing by OWNER which incorporates these terms and conditions. RCC's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that RCC shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Unless modified in writing by the parties hereto, the duties of RCC shall not be construed to exceed those services specifically set forth above. These terms and conditions and the agreement, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. TIMES FOR RENDERING SERVICES

RCC's services will be performed within the time period or by the date stated in Agreement. If RCC's services are delayed or suspended in whole or in part by OWNER, RCC shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by RCC in connection with, among other things, such delay or suspension and reactivation. Upon this Agreement becoming effective, RCC is authorized to begin services.

III. METHODS OF PAYMENT FOR SERVICES OF RCC

OWNER shall pay RCC for services rendered under this Agreement as follows:

1. Approved Hourly Rates plus Reimbursable Expenses to be paid for services described in Exhibit A and to be paid as outlined:

- a. OWNER shall pay RCC for General Services as follows: For services set forth in Exhibit A, an amount equal to the cumulative hours charged to the project by each class of RCC's employees times approved hourly rates for each applicable billing class for all services performed on the project, plus reimbursable expenses and RCC's consultant's charges if any.
- b. Approved Hourly Rates are set forth in Exhibit B and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative, overhead, non-project operating costs, and operating margin or profit.
- c. The Approved Hourly Rates and Reimbursable Expenses may be adjusted annually (as of April 1 by mutual agreement of the parties) to reflect equitable changes in the compensation payable to RCC.
- Or, if both the Owner and RCC agree to a defined Scope of Work, a Lump Sum amount may be agreed upon.
- 3.0WNER agrees to pay for the services in accordance with the compensation provisions in the Work Order and Agreement. Payment to RCC will be made within 30 days after the date of billing. Interest on the unpaid balance will accrue beginning on the 31st day at the maximum interest rate permitted by law.
- 4. Time-related charges will be made in accordance with the billing rate referenced in the proposal or Agreement. Direct expenses and subcontractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, RCC's standard billing rates shall apply.

IV. OTHER PROVISIONS CONCERNING PAYMENT

- 1. Adjustments.
- a. RCC's compensation is conditioned on the time to complete each Assignment. Should the time to complete an Assignment be extended beyond this period, due to reasons not the fault of RCC, compensation to RCC shall be appropriately adjusted.
- b. For Additional Services. OWNER shall pay RCC for all services not included in the scope of this Agreement on the basis agreed to by the parties at the time such services are authorized in writing by OWNER.

V. RCC'S RESPONSIBILITY

RCC is employed to render a professional service only, and any payments made by OWNER are compensation solely for such services rendered and recommendations made in carrying out the work. RCC shall perform the services in accordance with generally-accepted practices and standards in effect when the services are rendered. Final RCC product will be presented in a manner accepted by FEMA. RCC does not expressly or impliedly warrant or guarantee its services.

I. SUBCONTRACTS

RCC shall be entitled, to the extent determined to be appropriate by RCC, to subcontract any portion of the Work to be performed under this Agreement.

VII. INSURANCE

RCC will maintain insurance coverage for Workers Compensation, General Liability, Automobile Liability, and professional liability, in amounts mutually agreed upon as indicated on the certificate of insurance set forth in Exhibit [], and will provide certificates of insurance to OWNER upon request.

VIII. OWNER'S RESPONSIBLITIES

OWNER shall provide written approval of Assignments, estimated cost, time, and estimated completion date; and:

- 1. Participate in progress and decision meetings with RCC;
- Promptly respond to communications and requests from RCC so as not to delay the services of RCC;
- 3. Provide existing and all other applicable information not already in RCC's possession;
- 4. RCC shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing RCC's services under this Agreement. OWNER shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph.

IX. NO BENEFIT FOR THIRD PARTIES

The services to be performed by RCC hereunder are intended solely for the benefit of OWNER, and no right or benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on RCC's performance of its services hereunder.

X. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by RCC pursuant to this Agreement are instruments of service, and RCC shall retain an ownership and property interest therein. Reuse of any such documents by OWNER shall be at OWNER's sole risk; and OWNER agrees to indemnify, and hold RCC harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by OWNER or by acting through OWNER.

XI. USE OF ELECTRONIC MEDIA

- 1. Copies of documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed by RCC. Files in electronic media format of text, data, graphics, or of other types that are furnished by RCC to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 2. When transferring documents in electronic media form, RCC makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by RCC at the beginning of any assignment or service.
- 3. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 4. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. RCC shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

XII. NOTICES

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of the receipt.

XIII. LIMIT OF LIABILITY

To th	e fulle	est extent permitt	ted by law,	the total lia	ability, in the	aggregat	e, o
JDE	and	JDE's officers,	directors,	partners,	employees,	agents	and

RCC initials//////	Client initials	·
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consultants, or any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes, including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of JDE or JDE's officers, directors, partners, employees, agents and consultants, or any of them, shall not exceed the total amount of compensation for services.

XIV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

- 1. <u>By OWNER</u>. By written notice to RCC, OWNER may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond owner's control make normal progress of the Work impracticable. RCC shall be compensated for its reasonable expenses resulting from such suspension. If suspension is greater than 30 days, then RCC shall have the right to terminate this Agreement in accordance with Article XIV, Termination of Work.
- 2. <u>By RCC</u>. By written notice to OWNER, RCC may suspend the Work if RCC reasonably determines that working conditions (outside RCC's control) are unsafe, or in violation of applicable laws, or for other circumstances not caused by RCC that are interfering with the normal progress of the Work. RCC's suspension of Work hereunder shall be without prejudice to any other remedy of RCC at law or equity.

XV. TERMINATION OF WORK

This Agreement shall be terminated as follows:

- 1. <u>OWNER</u> (a) on 30 days' notice to RCC, or (b) for materially breaches of this Agreement through no fault of OWNER and RCC neither cures such material breach nor makes reasonable progress toward cure within 15 days after OWNER has given written notice of the alleged breach to RCC.
- 2. By RCC (a) for cause, if OWNER materially breaches this Agreement through no fault of RCC and OWNER neither cures such material breach nor makes reasonable progress toward cure within 15 days after RCC has given written notice of the alleged breach to OWNER, or (b) upon 5 days' notice if Work under this Agreement has been suspended by either client or RCC in the aggregate for more than 30 days.
- 3. <u>Payment upon Termination</u>. In the event of termination, RCC shall perform such additional work as is reasonably necessary for the orderly closing of the Work. RCC shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work. Except for termination of RCC by OWNER for cause.

XVI. DISPUTE OR RESOLUTION

- 1. OWNER and RCC agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation.
- 2. If a party alleges a dispute or controversy with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 20 days after the claiming party has provided the other party with written notice describing the dispute and the claiming party's position with reference to the resolution of the dispute.
- 3. Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of this Agreement. A mediator will be appointed within 30 days of receipt of a written request. The mediator will endeavor to complete the mediation within 30 days thereafter.
- 4. No performance obligation under or related to this Agreement shall be interrupted or delayed during mediation proceeding except upon written agreement of both parties. The mediator shall not be a witness in any legal proceedings related to this Agreement.

XVII. INDEMNIFICATION AND ALLOCATION OF RISK

1. To the fullest extent permitted by law, RCC shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including, but not limited to, reasonable fees and charges of RCCs, architects, attorneys, and other professionals, and reasonable court or arbitration of other dispute resolution costs) caused solely by the negligent acts or omissions of RCC or RCC's officers, directors, partners, employees, and consultants in the performance of RCC's services under this agreement.

- 2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless RCC, RCC's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including, but not limited to, reasonable fees, liabilities, and charges of RCC, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.
- 3. To the fullest extent permitted by law, RCC's total liability to OWNER and anyone claiming by, through or under OWNER for any injuries, losses, damages and expenses caused in part by the negligent entity or individual, shall not exceed the percentage share that RCC's negligence bears to the total negligence of OWNER, RCC, and all other negligent entities and individuals.
- 4. In addition to the indemnity provided under this section and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless RCC and RCC's officer's directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including, but not limited to, all fees and charges of RCC, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of, or, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.
- 5. The indemnification provision of paragraph 1of this section is subject to and limited by the provisions agreed to by OWNER and RCC in paragraph "Limit of Liability" of this Agreement.
- 6. RCC's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event OWNER later elects to reduce RCC's scope of services, OWNER hereby agrees to release, hold harmless, defend and indemnify RCC from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

XVIII. FORCE MAJEURE

RCC shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond RCC's reasonable control.

XVIII. BETTERMENT

If, due to RCC's negligence, a required item or component of the Assignment is omitted from RCC's documents, RCC shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original documents. In no event will RCC be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Assignment.

XIX. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Utah. Jurisdiction of litigation arising from the Agreement shall be in the State of Utah.

XX. ATTORNEYS' FEES

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

XXI. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either OWNER or RCC without the prior written consent of the other.

XXII. INTEGRATION

These terms and conditions and the proposal to which they are attached represent the entire understanding of OWNER and RCC as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered, except in writing signed by both parties, provided further that any terms and conditions in any task order or purchase order issued in connection or under the Agreement which are inconsistent with the Agreement are deemed null and void.

XXIII.	SEVERAS	LITY AND WAIVER OF PROVISIONS Client initials	
RCC	initials///	Client initials	_

Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and RCC, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Nonenforcement of any provision by either party shall not constitute a waiver of that provision, nor shall if affect the enforceability of that provision or of the remainder of this Agreement.

RCC initials Client initials

Exhibit B

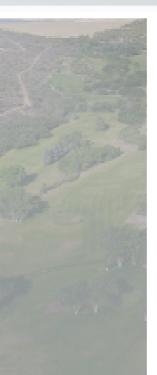
Jones & DeMille Engineering, Inc. RCC HOURLY RATES As of July 1, 2022

Principal	\$	248.00
Senior Planner	\$	200.00
Planner II	\$ \$	125.00
Planner I	\$	95.00
Project Accounting Manager	\$	182.00
Project Accountant	\$ \$ \$	105.00
Project Accounting Assistant	\$	88.00
Marketing Manager	\$	127.00
Marketing Assistant III	\$ \$ \$ \$	105.00
Marketing Assistant II	\$	95.00
Marketing Assistant I	\$	80.00
IT Manager	\$	150.00
IT Specialist	\$	120.00
Project Administrative Manager	\$	132.00
Executive Project Assistant II	\$ \$	119.00
Executive Project Assistant I	\$	100.00
Senior Project Administrative Assistant	\$ \$	83.00
Project Administrative Assistant	\$	71.00
Vehicle Mileage per mile	\$	0.625
Professional Sub-consultants	\$ \$	Cost + 15%

Attachment A

















WEBERCOUNTY PRE-DISASTER MITIGATION PLAN UPDATE









Selection Committee: Weber County Pre-Disaster Mitigation Plan RFP#22-188 c/o Jason Horne & Matt Clements Weber Center 2380 Washington Blvd Ogden, Utah 84401

5 August 2022

Dear Selection Committee:

Weber County is proactively seeking a qualified professional firm to provide expertise and professional services to assist in the updating of the Weber County Pre-Disaster Mitigation Plan (PDMP). Rural Community Consultants (RCC), a wholly-owned planning subsidiary of Jones & DeMille Engineering (JDE) Inc., would love to provide the services needed. We appreciate the opportunity to submit our proposal and to demonstrate our qualifications and interest in providing our professional planning services. This proposal details our capabilities, expertise, and reasons why RCC would be a good fit to work with the County on this project.

- Experience Counts. Our team has 40+ years of combined experience serving local governments. We have worked in several states, and have completed over 60 major planning initiatives in the last six years. We have strong experience with FEMA projects and maintain positive relationships with FEMA and DEM staff. Our firm recently partnered with Davis County, Utah to develop their Countywide Pre-Disaster Mitigation Plan, this gave us a thorough understanding of FEMA's expectations and requirements. The plan passed FEMA's review process on initial submission, with commendations.
- Our Skills. RCC was also recently selected by Carbon County and Emery County to develop their Hazard Mitigation Plan Updates and we expect these processes to further develop our abilities. Additionally, our team has recently completed risk/resiliency assessments and emergency response plan updates for multiple jurisdictions in Utah. These risk and resiliency assessments and emergency response plan updates were critical for ensuring compliance with the EPA's America's Water Infrastructure Act (AWIA) Section 2013. Our team also has extensive experience with Community Wildfire Preparedness Plans (CWPP).
- Relationships. We strive for a relationship with Weber County and hope that this is the first project of many. Through this work we hope to develop a comprehensive understanding of the County's issues, processes, and preferences, and would love to be a contributor to the success of this and future projects.

We, as Rural Community Consultants, intend to participate in the contract and comply with all terms and conditions as indicated in the provided RFP. This statement stands as an affirmative action that RCC, nor Jones and Demille Engineering, discriminates for any reason in our employment practices. This statement certifies that, I, Mike Hansen, am authorized to sign this proposal on behalf of Rural Community Consultants and Jones and Demille Engineering. We have also included the Respondent Questionaire (See "Appendix A") and the Conflict of Interest Form (See "Appendix B"). If I am unavailable to discuss the proposal or project, please reach out to Ryan Jolley, CEO, at 435-979-0403 or ryanj@ jonesanddemille.com.

We look forward to hearing from the County and welcome an opportunity to review our capabilities and services in greater detail. Please let us know if we can provide additional information.

Mike Hansen, AICP

Planning Director, Rural Community Consultants

mhansen@rural-community.com

phone: 801-550-5075 fax: 435-896-8268

EIN: 87-0377962

Insurance and licenses available upon request.



Weber County

HAZARD MITIGATION PLAN - 2022 UPDATE



Methods + Means | OUR APPROACH

FEMA expects that hazard mitigation planning will reduce loss of life and property, and reduce the cost of recovering from a disaster. A Pre-Disaster Mitigation Plan (also called "PDMPs") will help Weber County become more sustainable and disaster-resistant by focusing efforts on the hazards, disaster-prone areas and identifying appropriate mitigation actions. Effective mitigation planning and efforts can break the cycle of disaster damage, reconstruction, and repeated damage.

Based on our experience with previous PDMPs and other FEMA initiatives, our approach will involve the following basic phases:

- **Develop the Working Group.** The first task is develop the Weber County Working Group. This group will be composed of various stakeholders including: County Emergency Manager and Staff, Public Works Officials, Watershed Management, Floodplain Administrators, Planners, City and Township Representatives, and the Public. This will allow us to maintain an open discussion and help us to better serve the community throughout the planning process.
- Roadmap Development. This will require working with FEMA, state emergency managers, and the County to develop a project management plan that includes research and process milestones. We will review the available data and previous PDMPs in order to update the PDMP with the most current information, standards/requirements, and best practices. Once the project roadmap is complete, a project website will be created (or content will be developed for the County's site), and a series of kickoff meetings with all stakeholder partners will be held.
- **Community Risk Assessment.** Once all the partners understand the goal and the County's expectations for the initiative, our team will conduct an extensive document review. The purpose of this review is to gather new and missing data from the County's previous PDMP and outline the core questions needing to be answered by the PDMP update. Risk assessments will be used to determine which types of disasters could occur and how likely they are to occur, as well as possible direct and indirect effects. Throughout this portion of the process, we will also consider vulnerable populations and statistics of past hazards and how those hazards impacted the County and the surrounding areas. An assessment report will be created, and the stakeholder group will be asked for critical feedback.
- Development and Recommendation of Mitigative Strategy. After determining the likely risks within the County, we begin developing strategies for protecting people, property, and the environment. Through this process, the County is able to determine the potential threats that could affect them and create a strategy to help mitigate the effects of disasters. This mitigation strategy will help the County determine goals and objectives that can lessen the impacts of each risk identified.
- Analysis of Mitigative Actions. Once we establish which disasters are most likely to occur and determine problems they could present, we decide which actions could best help reduce or remove potential disasters. This decision is made by the planning team (with direction and suggestions by the consultants) who know the capabilities of the County. As for analysis, there are many options available to assist in this matter (e.g. the STAPLEE method - "STAPLEE" stands for Social, Technical, Administrative, Political, Legal, Economic, and Environmental). This method aims to ensure every aspect (or as many as possible) of the facilities and its surrounding community is considered with each mitigation action.
- Prioritization of Mitigative Actions. After determining acceptable mitigation actions, the planning team must prioritize the implementation steps. A benefit-cost analysis (BCA) is often used to make this prioritization easier. Once the BCA has been completed, the mitigation actions are listed in the plan based on a priority scale. We will provide recommended prioritization based on several factors including hazard risk and facility criticality. In previous plans, we have used a priority scale ranging between high, medium, or low, accompanied by an explanation of what each term means and how the priority was determined.
- Benefit Cost Analysis. The BCA will be conducted consistent with FEMA guidelines and will focus on the primary benefit categories, which could include damage reduction, repair costs avoided, loss of service, etc. The Team will work with Weber County to identify the potential impacts of a hazard event. Base data for the analysis will be obtained from public sources, the County, discussions with key stakeholders, and other existing sources. It is not anticipated that original data collection, such as surveys, will be needed



Weber County HAZARD MITIGATION PLAN - 2022 UPDATE

to complete the BCA for inclusion in the PDMP. Spreadsheet models and the FEMA BCA Toolkit will be used to estimate the damages and benefits of the measures. Our Team will coordinate with the County to make sure the BCA is transparent and understandable. All information will be included in the PDMP.

- Draft PDMP. We will then begin developing the first draft of the PDMP by incorporating the stakeholders' feedback and any new analysis that needs to be completed. Mitigation strategies will be refined. This will follow FEMA's Local Plan Review Guide to expedite future approval.
- Public Outreach. Once a draft PDMP has been completed, our team will present it to the stakeholder entities and the public. Due to many factors, we anticipate most outreach will be done by leveraging the stakeholders' regular communication channels (newsletters, local media, etc), social media advertising, online surveys, and in-person open-house events. Each of these activities will be documented in the plan to satisfy FEMA's public involvement requirement.
- **Final PDMP.** The findings from the public outreach phase will be incorporated into the document, and another series of stakeholder meetings will be hosted by the consulting team. The PDMP will then go through each of the stakeholders' adoption processes. The State Hazard Mitigation Officer will be a key stakeholder throughout the entire process.
- Implementation Measures and Recommendations. With each PDMP, the final step is to determine the final implementation measures. RCC will determine responsible parties, funding sources, and the time frame to implement the selected actions. These will be documented in the final PDMP; and as the plan is considered a "living document," the plan will include space to show how previous plans were updated to incorporate new information and build the new strategies, objectives and actions.

A proposed workplan follows. (Note that should our firm be awarded the contract for this work, we will refine the project workplan with detailed information such as specific dates, etc).

PUBLIC OUTREACH STRATEGIES

Traditional Media. Our team has found that a number of residents are best reached through traditional media channels. We have written newspaper editorials, and created direct mailers.

Social Media. Although a Facebook or YouTube ad only reaches users of those platforms, our team has been able to use those tools to connect with residents that will likely never attend a public meeting in-person. We use social media to send-out short surveys, advertise public meetings, host a telephone "hotline", and provide basic background information with these platforms.

Stakeholder Communication. For those that express an interest in the initiative, regular project updates are sent to stakeholders via email. They will have access to the consultants at any time during the duration of the project, and may also be invited to be interviewed if they will be directly impacted by a planning idea.

"Office Hours". Public interaction events can be an expensive element of a project, but they don't always need to be. Our team has found success by advertising online "office hours" periodically through a planning initiative. The way this has worked is when our team hosts an "ask the consultants" opportunity for the public. We typically do this with a two-hour video conference meeting at a time when we are already working in the office on the project. Community members can come-and-go whenever they would like during those times.

Steering Committee. A steering committee can oversee the direction and vision of the document. Regular meetings help keep everyone on task and focused on what the next step is to complete a plan driven by the community.

Initiative Website. Using our in-house web development team, we can have a website specifically made for any project. With those sites, we post the working documents and project updates so the public can follow along and be up-to-date for the entire project. (Most existing community sites can also be used).



Qualifications | OUR CAPABILITIES

Rural Community Consultants (RCC), along with our parent company, Jones & DeMille Engineering, have 40+ years of experience serving local governments. We (RCC) have worked all over the state and have completed over 60 major planning initiatives in the last six years.

As experts in local government policy and planning, we have driven plans and implementation at every level of government. We have loved working with communities to solve unique and controversial problems surrounding growth, community character, emergency preparedness, private property rights, fees and rates, economic development, water resource issues, among many others. Our clients frequently report that their experience working with us is unique because of our effective public outreach and issue communication.

Our firm recently partnered with Davis County to develop their County's Pre-Disaster Mitigation Plan (completed 2021) https://hosting.civicling.com/DavisCountyEmergencyManagement. This initiative gave us a good understanding of FEMA's recent expectations and requirements, and the plan passed FEMA's evaluation with commendation including our methods in: GIS, risk assessment, outreach campaigns, adoption and resolution process, and implementation plans. They also gave our team new ideas about how we can make future planning initiatives even better.

From 2020 through 2022, our firm also completed multiple risk and resiliency assessments and emergency response plan updates for the culinary water systems of multiple jurisdictions in Utah including: Lehi City, Grantsville City, Tooele City, Eagle Mountain City, Stansbury Park Improvement District, and Beaver City. These risk and resiliency assessments and emergency response plan updates were critical for ensuring compliance with the Environmental Protection Agency's (EPA's) America's Water Infrastructure Act (AWIA) Section 2013.

We work very closely with the engineers in our parent company, Jones & DeMille Engineering. They have strong experience with FEMA projects, and they maintain positive relationships with FEMA staff. We have a Geomatics team of GIS experts that are comfortable with the types of analysis that are required for a HMP. Our company has invested heavily in datasets and software tools that will expedite the development of the socioeconomic and geographic work that is required by FEMA.

Combined, our team's experience has led us to become subject matter experts in Emergency Management principles (including mitigation) and best practices. Through projects like Davis County's Pre-Disaster Mitigation Plan, and the numerous culinary water response plans, we have become familiar with different risk assessment and risk reduction concepts and procedures.

Qualifications | RECENT WORK

The following link will provide you access to a folder that contains the following:

- 1. Copy of our recently-completed countywide hazard mitigation plan.
- 2. Final approval letter from FEMA for the PDMP.
- Link to the project website.
- Link to online version of the Davis PDMP.

https://tinyurl.com/ExamplePDM





Engagement + Maintenance | COMPLEMENTARY SERVICES

Two of FEMA's biggest commendations were based on our stakeholder engagement tools and our continual plan maintenance platform.

For similar, previous plans, our web design team has created an internal site for participating jurisdictions and special service districts to ensure that tasks were completed and information was collected in a structured and timely manner. The secured pages within the public website facilitated the data gathering work needed for FEMA requirements.

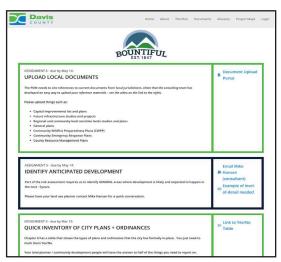
As shown in the example below, the participating jurisdictions can see task due dates, instructions on how to best complete tasks, and other useful information. This has made the process of stakeholder communication and engagement much more efficient.

Thank you for helping us develop the Davis County POMI Each major stakeholder has a page within the website which can be found by clicking on the rew below. You will find relevant materials for the different information requests on your includual page. This page was last updated on 2021-10.05

1 - Contact Info Resolution 3 - City's Past 4 - Land Use S - Development Info Documents

8 - DOWNTPUL Completed Completed

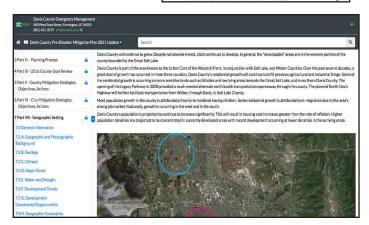
Stakeholder Engagement Tool: Website designed for easy data collection and implementation



The final Pre-Disaster Mitigation Plan will not only be in the format FEMA requires, but will also be turnedover to Weber County in a format that the stakeholders and public can easily access. The County will be able to maintain its final plan within our civiclinQ.com code hosting platform. civiclinQ.com is an online subscriptionbased service created to help communities improve the transparency and administration of their plans and materials. Communities can normally implement our code hosting service on a monthly subscription basis of \$100 per month. However, this proposal includes a 12-month subscription to civiclinQ.com as an additional, value-added service at no cost to the County. This work includes digitization of the newly updated plan, as well as hosting on the platform. Implementing a platform that is consistent, will benefit employees, citizens, and officials in the future!

civiclinQ Platform: Organize and allow easy-access to information via .pdf, weblink, mobile phone, or desktop computer

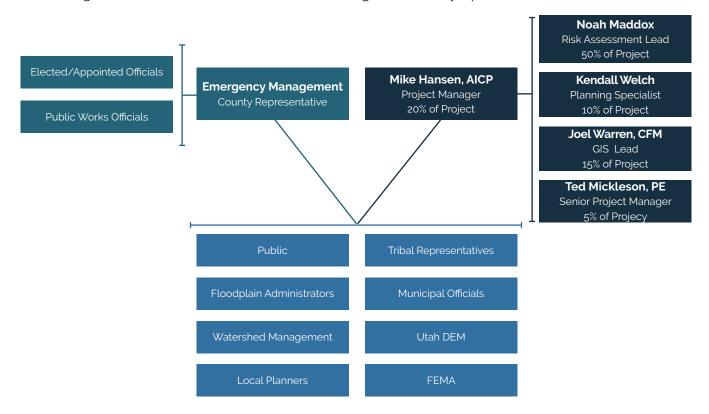






Staffing Plan | **ORGANIZATION CHART**

Our team understands the importance of clear and consistent communication with all stakeholders. For this project we are proposing a "span of control" approach to the team organization. A single point of contact for the consulting team will be used for coordinating meetings, updates, and all project management tasks throughout the initiative. Further, all significant communication from the consulting team members will first be vetted through the County's point-of-contact.



Staffing Plan | CURRENT FEE SCHEDULE

RCC has assembled a team that has extensive knowledge in a number of fields that will contribute to the overall development of the project. Our team consists of subject matter experts in Emergency Management, Community Planning, Geographic Information Systems, and Engineering. We have listed our current fee schedule to the right and resumes of key staff are included following "Appedix C".

Fee Schedule: Senior Planner (RCC) Planner II (RCC) Planner I (RCC) Senior GIS Specialist (JDE) GIS Specialist (JDE) GIS Technician (JDE) Senior Project Manager (JDE) Project Engineer (JDE) Senior Administrative Assistant (JDE) Website Specialist (JDE)	\$200/hr \$125/hr \$95/hr \$145/hr \$105/hr \$80/hr \$209/hr \$141/hr \$83/hr \$105/hr
Fee Schedule (overhead): Vehicle Mileage + Expenses Profession Sub-Consultants	\$0.585/mi +15%

*Hourly Rates are subject to change.





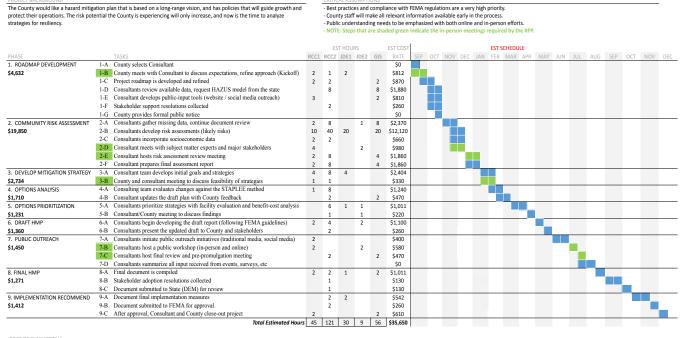
Budget + Timeline | TASK + SCHEDULE MATRIX

Fee Proposal: \$40,000

Rural Community Consultants

Project Summary: Task and Schedule Matrix

Weber Co. Pre-Disaster Hazard Mitigation Plan Update - WORKING DRAFT



COST OF PLAN (TOTAL)		
	RATE	AMOUNT
Principal Planner (RCC1)	\$200	\$9,000
Planning Consultant (RCC2)	\$130	\$15,730
JDE #1 (local engineer)	\$141	\$4,230
JDE #2 (local admin)	\$90	\$810
GIS	\$105	\$5,880
Travel Costs*		\$3,600
Materials + Contingency**		\$750
Total Estimated Co	ost	\$40,000

Based on our experience doing projects similar to this one, our understanding of the RFP's requirements, available datasets, local issues, etc, we believe that this project can be done for \$40,000.

Weber County can expect to receive professional planning support and we will help them through all aspects of the project. We intend to work with you hand-in-hand; this includes findings, objectives, and recommendations that are soundly backed by technical and qualitative information and analyses. The depth and breadth of our experience will ensure that our work will be delivered on time and within the budget.

We have assembled a team of subject matter experts with a proven record of successfully completing projects similar in cost and scope. Rural Community Consultants, and our parent company (Jones & DeMille Engineering) are interested in long-term relationships with our clients. We are available to begin now, and will maintain this commitment until it isn't needed by the County.

Our team doesn't anticipate significant changes to our scope, schedule, or budget during this initiative. However, if the County elects to significantly modify the project subsequent to final successful delivery, or retain our team after completion, we would negotiate those changes according to our hourly fee schedule.

^{*} This project likely requires six in-person meetings with the others held online. Total travel cost will be \$900 per meeting.

^{**} i.e printing, web hosting, and contingency.



Appendix A | RESPONDENT QUESTIONAIRE

ATTACHMENT A RESPONDENT QUESTIONNAIRE

1.	Respondent Information: Provide the following information about yourself and your company.									
	Respondent Name: Rural Community Consultants, LLC / Jones & DeMille Engineering, Inc.									
	(Note: give exact legal name as it will appear on the contract, if awarded.)									
	Address: 1535 South 100 West									
	City: Richfield State: Utah Zip Code: 84701									
	Telephone No: (801) 550-5075 Fax No: (435) 896-8268									
	Business Structure:									
	☐ Individual or Sole Proprietorship									
	□ Partnership									
	X Corporation									
	☐ Other; list business structure:									
2.	Contact information: List the one person who Weber County or their representative may contact concerning your proposal. Name: Mike Hansen, Planning Director									
	Address: 775 West 1200 North, Suite 200A/D									
	City: Springville State: Utah Zip Code: 84663									
	Telephone No: (801) 550-5075 Fax No: (435) 896-8268									
	Email: mhansen@rural-community.com									
3.	References: Give names of three people with whom you have worked on past projects of similar nature.									
	A. Name: Chad Monroe, Davis County Emergency Manger									
	Address: 800 West State Street									
	City: Farmington State: Utah Zip Code: 84025									
	Telephone No: <u>(801)</u> 451-4129 Fax No:									
	Email: cmonroe@co.davis.ut.us									
	B. Name: Dave Norman, Lehi City Public Works Director									
	Address: 153 North 100 East									
	City: Lehi State: Utah Zip Code: 84043									
	Telephone No: (385) 201-1900 Fax No: (385) 201-1001									
	Email: dnorman@lehi-ut.gov									

C. Name: Mack Straw, Eagle Mountain City Public Utilities Manager

Address: 1650 East Stagecoach Run

City: Eagle Mountain State: Utah Zip Code: 84005

Telephone No: (801) 789-6678 Fax No: ______

Email: mstraw@emcity.org



Appendix B | CONFLICT OF INTEREST FORM

ATTACHMENT B CONFLICT OF INTEREST – DISCLOSURE STATEMENT

Weber County 2380 Washington Blvd. Ogden, Utah 84401

Name of Proposer: Rural Community Consultants, LLC / Jones & DeMille Engineering, Inc. Name of Project: 2022 Revision, Weber County Pre-Disaster Mitigation Plan, #22-188 Stakeholders – Weber County, municipalities within Weber County Does Proposer, or any of Proposer's employees, have any relationship or bias towards or against any stakeholder, developer, contractor or subcontractor, have any relationship or bias that may create the perception of bias, or have any other conflict of interest or potential conflict of interest? ☐ YES (Myself or an employee, or member of my or employee's immediate family, has a material, personal, or financial interest in or fiduciary relationship to the stakeholder, developer, general contractor or subcontractor.) (Please use a separate form for each individual with a conflict or potential conflict, and complete all applicable portions of the form. Attach additional sheets as needed.) ☑ NO (Neither I nor any employee, or member of my or employee's immediate family, has a material, personal, or financial interest in or fiduciary relationship to any stakeholder, developer, general contractor or subcontractor. Also, no other relationship with or bias towards any stakeholder, developer, general contractor or subcontractor exists which will prevent me (Proposer) from submitting a non-biased bid/proposal.) (Please complete the Signature section below.) **Related-Party Transactions or Independent Judgment Impaired** Name and position or title of individual with Conflict of Interest Individual associated with Proposer: Other party: Individual associated with other party: ______ Relationship between identified individuals: Description of transaction involving identified individuals and dollar amount (if any): Decision-making authority of individuals with respect to that transaction: Potential effect on this Contract with Weber County:

Signature

I hereby certify that the information I have given is true and complete to the best of my knowledge.

Name and Title of Person Completing Form (please print): Ryan Jolley, PE - Principal

Signature:

Date: 8/1/2/2

Weber County reserves the right to make the sole determination of the appropriateness of the Proposer. Failure to disclose real or perceived conflicts of interest may result in Proposer's proposal/bid to be deemed non-responsive or contract to be voided.



Appendix C | ACKNOWLEDGEMENT OF **TERMS AND CONDITIONS**

ATTACHMENT C

WEBER COUNTY PURCHASING DEPARTMENT PROPOSAL TERMS AND CONDITIONS

1. RIGHT TO REJECT: Weber County Corp. reserves the right to reject or accept this proposal, or any portion thereof, and to reject and call for new proposals if their interests or convenience is better served by such a course. If any portion of the above terms are not acceptable it is the proposers responsibility to so state in writing.

2. PREPARATION OF PROPOSALS:

- (a) Failure to examine any drawings, specifications, and instructions will be at proposer's risk,
- (b) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing proposal.
- (c) Price "each item separately. Unit price shall be shown and total price shall be entered for each item proposal.
- (d) Time of delivery is a part of the proposal and must be adhered to.
- (e) Prices quoted are firm for complete delivery of quantities specified.
- (f) In case of error in extension, unit price will govern.
- (g) Wherever in these forms and specifications an article or material is defined by using a trade name and/or the name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted therewith, shall be implied. It is to be understood that any reference to a particular manufacturer's product, either by trade name or by limited description, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired, unless "No Sub" has been entered. In the event "No Sub" is entered, the proposal must be for the specified item with no substitution allowed.
- 3. FAILURE TO SUBMIT: Failure to submit a proposal or to advise the County Purchasing Department that future RFP's are desired may result in removal of your name from the bidders list.

4. SUBMISSION OF PROPOSAL:

- (a) Proposals must be signed and in sealed envelopes with the "Proposal Number" and opening date written on the envelope.
- (b) Proposals and modifications or corrections thereof received after the closing time specified will not be considered.
- (c) Only RFP's submitted on forms furnished by the County will be considered unless the RFP specifies otherwise. Proposals transmitted by facsimile machine prior to the closing time specified will be accepted, providing that any documentations or material required to accompany the bid, and that cannot be transmitted by fax, is received within two working days following the closing date of the bid. The County Purchasing Agent must be notified one hour prior to closing time that is specified on the proposal that RFP is being sent by facsimile machine.
- (d) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the County unless expressly included and itemized in the bid.
- 5. **BONDS:** The County reserves the right to require a bid bond, a payment bond and/or a faithful performance bond from the vendor in an amount not to exceed the amount of the contract.
- **6. SAMPLES:** Samples of items, when required must be furnished free of expense to the County and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.
- 7. WARRANTY: Seller warrants that the merchandise will conform to its description and any applicable specifications, shall be of good merchantable quality and for the known purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by Seller to Purchaser.
- **8. APPROVAL**: Only purchase orders placed, or contracts that have written approval by the Department of Purchasing and County Commission will be binding upon the Weber County as result of proposal.

9. AWARD OF CONTRACT:

- (a) Contracts and Purchases will be made or entered into with the responsible bidder making the lowest proposal, or best offer meeting specifications, expected quality, and suitability for intended use. Determination of best offer shall be at the sole discretion of the County subject to County's right to reject any or all proposals.
- (b) Unless the bidder has specified otherwise in this RFP by stating that individual unit prices are valid only if all items are accepted by the County, the County may accept any item or group of items of any kind and split or divide the order.
- (c) The County reserves the right to reject any or all proposals and waive any informality or technicality in bids received in the interest of the county.
- (d) The acceptance by the Board of County Commissioners of this proposal shall create a binding and enforceable Contract of Sale with Weber County, dating from the time of said acceptance, without further action by either party and even though a written purchase order has not been furnished to or received by the successful proposer. Said created Contract of Sale shall include all of the provisions and specifications of the RFP, offer, acceptance and purchase order relating thereto. Said contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Utah and the Ordinances of Weber County and shall not be assignable by the vendor in whole or in part without the written consent of the County.
- 10. RIGHT TO WITHDRAW: The County reserves the right to cancel and/or withdraw this Request for Proposal at any time that it shall be in the best interest of the County to do so. If the Request for Proposal is withdrawn, notice will be mailed to the prospective proposers as soon as possible.

- 11. **DEBARMENT:** The bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the bidder cannot certify this statement, attach a written explanation for review by Weber County.
- 12. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal.

12.1 Status Verification System

- Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.
- 2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work "
- 3. The County will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
- 4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

12.2 Indemnity Clause for Status Verification System

- Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the County and its officers, employees, agents, representatives and anyone that the County may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
- 2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the County shall only be required to indemnify the County for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the County in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
- 13. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may be reviewed and evaluated by any person at the discretion of the County.
- 14. **TRADE/PROFESSIONAL LICENSING:** The State of Utah requires any person engaging in a construction trade or professional occupation, or acting as, or representing oneself as a contractor or professional for which licensure is required to be licensed <u>before</u> engaging in that trade professional activity. It is unlawful for any unlicensed person to submit a bid for any work for which a license is required. Any person who violates this provision <u>cannot be awarded or accept a contract for the performance of the work.</u>
- 15. EMPLOYMENT PRACTICES CLAUSE: The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended and Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin, and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place. Bidder must include this provision in every subcontract or purchase order relating to purchases by the County to insure that the subcontractors and vendors are bound by this provision



Appendix D | RESUMES OF KEY STAFF





EDUCATION MS—Public Administration MA—Political Economy University of Utah 23 Years Experience 6 Years with JDE

MICHAEL HANSEN, AICP PROJECT MANAGER/PLANNING DIRECTOR

Mike has worked in strategy, land use, resiliency, and organizational development for 20+ years. His career has been marked by successful leadership of progressively difficult challenges. Working in all levels of government, he has worn the hats of a strategic planner, demographer, administrator, and change leader. He has led small entrepreneurial teams, statewide initiatives, and even served in the Governor's Cabinet. In the private sector, Mike has orchestrated projects with citizen groups, city staff, and engineers. Focusing on short-term implementation strategies and the long-term return on investment, Mike has drafted roadmaps for cities, counties, and the state with results seen in land use, industry investment, economic development, and state code compliance.

- Davis County | Pre-Disaster Mitigation Plan
- Carbon County | Pre-Disaster Mitigation Plan
- Emery County | Pre-Disaster Mitigation Plan
- Clinton City | Emergency Operations Plan
- Ephraim City | Community General Plan
- Duchesne County | Community Wildfire Preparedness Plans
- Sanpete County | Regulatory Code Update
- Duchesne City | Community General Plan
- Uintah County | Community Wildfire Preparedness Plans
- Nephi City | Community General Plan
- Seven County Infrastructure Coalition | Documentation & Planning
- Elbert County | Water & Sewer Planning
- Uintah County | Community General Plan/Resource Management Plan
- Duchesne County | Resource Management Plan
- Naples City | Community General Plan
- Utah County | Resource Management Plan
- Roosevelt City | Regulatory Code Update
- Sanpete County | Resource Management Plan
- Vernal City | Community General Plan





EDUCATION

BS—Emergency Management Jacksonville State University

4 Years Experience 1 Year with JDE

CERTIFICATIONS

Federal Emergency Management Agency — Certifications Including: IS-5.a, IS-75, IS-100.c, IS-230.e, IS-235.c, IS-360, IS-525, IS-660, IS-700.b, IS-907, IS-915, and IS-2200 (2019-Present)

TEEX
Infrastructure Training
and Safety Institute
— Infrastructure
Disaster Management
Certification Included
four courses detailing
how infrastructure is
affected by disasters.
(MGT317, MGT341,
MGT343, and MGT345)
(Feb.-May 2021)

University of
Colorado — Climate
Change and Hazard
Mitigation Certification
Discussed how Climate
Change is actively
affecting hazards, hazard
mitigation, response, and
recovery.

NOAH MADDOX PLANNING SPECIALIST/ RISK ASSESSMENT LEAD

Noah is currently a Jacksonville State University graduate student of Emergency Management with a focus in Homeland Security and Counterterrorism. He serves as a Disaster Responder with Team Rubicon and is the current JSU-IAEM Student Chapter Secretary. As a Planning Specialist with Rural Community Consultants, Noah has been responsible for the design and implementation of emergency preparedness standards; plans have included: Emergency Response Plans, Pre-Disaster Mitigation Plans, and resiliency considerations for general plans. His work in developing new plans has required careful coordination with multiple stakeholders and involves holistic reviews of existing programs and recommended policy improvements. Noah also holds numerous disaster management certifications from FEMA and the TEEX Infrastructure Training and Safety Institute.

- Davis County | Pre-Disaster Mitigation Plan
- · Carbon County | Pre-Disaster Mitigation Plan
- · Emery County | Pre-Disaster Mitigation Plan
- · Clinton City | Emergency Operations Plan
- · Eagle Mountain City | Water Emergency Response Plan
- · SPID | Water Emergency Response Plan
- · Tooele City CWS | Water Emergency Response Plan
- · Stansbury Park Improvement District | Emergency Response Plan
- Beaver City | Culinary and Wastewater Emergency Response Plan
- Uintah County | Community Wildfire Preparedness Plans
- Sanpete County | Regulatory Code Update
- · Duchesne City | Community General Plan
- · Nephi City | Community General Plan
- · Naples City | Community General Plan
- · Roosevelt City | Regulatory Code Update
- · Sanpete County | Resource Management Plan
- · Vernal City | Community General Plan
- Moorcroft Town | Master Plan
- Box Elder City | Community General Plan
- · Nephi City | Community General Plan
- · Rich County | Community General Plan







EDUCATION AS—Information Technology Laramie County Community College 8 Years Experience 3 Years with JDE

KENDALL WELCH PLANNING SPECIALIST

Kendall is an International Code Council (ICC) certified Permit Technician, Residential Plans Examiner, Zoning Inspector, and Property Maintenance and Housing Inspector. She has over eight years of experience working in various community development capacities, primarily with local municipalities in Utah and Arizona.

From small rural towns to large urban cities, she has served in various staff positions including: building permit technician, residential plans examiner, planner I/II, addressing official, planning commission secretary, administrative assistant and more. Kendall has extensive experience with current planning projects including: annexations, conditional uses, rezones, and land use ordinances (i.e. drafting, codification, publication, and enforcement). She has also worked on several longrange planning projects, including general plan amendments/re-writes. Kendall also specializes in emergency plans including risk and resilience assessments (RA) and emergency response plans (ERPs) for culinary water systems.

Kendall has been with JDE since October of 2019. She actively assists team members with timely client correspondence, preparation of funding application submittals, as well as the daily management and coordination of project scopes, scheduling, and budget control.

- Davis County | Pre-Disaster Mitigation Plan
- Carbon County | Pre-Disaster Mitigation Plan
- Emery County | Pre-Disaster Mitigation Plan
- Lehi City | Risk and Resilience Assessment and Emergency Response Plan
- Grantsville City | Risk and Resilience Assessment
- Eagle Mountain | Risk and Resilience Assessment and Emergency Response
- Tooele City | Risk and Resilience Assessment and Emergency Response Plan
- Stansbury Park Improvement District | Emergency Response Plan
- Beaver City | Culinary and Wastewater Emergency Response Plan





EDUCATION MLA—Landscape Architecture **Utah State University**

13 Years Experience 9 Years with JDE

JOEL WARREN, CFM **GIS LEAD**

Joel has over 13 years of GIS experience in environmental planning and civil engineering applications. He has been a Certified Floodplain Manager since 2017 and has attended trainings for FEMA's Benefit Cost Analysis process through the Utah Division of Emergency Management and the Association of State Floodplain Managers. His relevant project experience includes FEMA Building Resilient Infrastructure and Communities (BRIC) and Hazard Mitigation Assistance Grant (HMGP) funding applications. In consultation with FEMA BCA experts, Joel has developed a streamlined GIS process for analyzing large-area flood impacts using LIDAR in conjunction with ArcGIS 3D Analyst software. This process has been used on many JDE projects to provide economic analysts with accurate flood impact data over large areas (hundreds of impacted structures). He is focused on developing cost-effective automated workflows using the Python programming language in ESRI software. Other important past projects include assisting local communities and property owners with FEMA compliance issues, Emergency Watershed Protection Plans (NRCS), and floodplain mapping updates through the CLOMR/ LOMR process. Public outreach through ESRI's ArcGIS Online digital mapping platform is also one of his skills.

- Elbert County | Pack Creek Fire HMGP (Current Project)
- Springville City | Flood Control Planning
- Agricultural FEMA Compliance Study
- Rural City FEMA Compliance Study
- Woodland Hills | FEMA Flood Mitigation
- Utah County | Emergency Wastewater Protection Plan
- Grand SD | Multi-Use Path Relocation FEMA Permitting
- Herriman | Main Street (Midas Creek) Connector CLOMR/LOMR
- Lehi City | Flooding Project Scoping
- Grantsville City | Flood Scoping Project
- Eagle Mountain City | Impact Fee Facilities Plan and CWP Pipeline
- West Erda Improvement District | Regional Culinary Water Study
- Fremont Waterworks | Culinary Water System Improvements
- Wayne County | Hanksville Irrigation Company Diversion
- Eagle Mountain City | IFFP and CWP Pipeline
- Sevier County Clear Creek Irrigation Canal Company Improvements
- Gunnison City Stormwater & Culinary Water Improvements
- Kane County (Johnson Wash) | Emergency Wastewater Protection





EDUCATION

BS—CIVIL ENGINEERING University of Utah PROFESSIONAL ENGINEER UTAH #270769

> 26 YEARS EXPERIENCE 9 YEARS WITH JDE

PROFESSIONAL AFFILIATIONS

AMERICAN PUBLIC WORKS ASSOCIATION

AMERICAN WATER WORKS ASSOCIATION

AMERICAN COUNCIL OF ENGINEERING COMPANIES

TED SERVED AS PRESIDENT OF THE AMERICAN PUBLIC **WORKS ASSOCIATION** FROM 2005-2009 AND **CURRENTLY SERVES AS** THE AWARDS COMMITTEE CHAIR OF THE AMERICAN **WATER WORKS** ASSOCIATION

TED MICKLESON, CFM SENIOR PROJECT MANAGER

Ted is the Northwest Regional Director and heads our Utah Valley office and brings over 26 years of civil engineering management, analysis, design, planning, funding, and construction services experience. His areas of expertise include local government infrastructure projects including water conveyance facilities such as pipelines, pump stations, water tanks, hydraulic analysis, and modeling; wastewater facilities analysis and design; modeling and designing facilities for large drainage basins; design; and construction cost estimating and construction management.

Ted has served as a senior project manager, project engineer and construction manager for several municipalities, water and wastewater improvement districts and governmental agencies on projects ranging from a few thousand dollars to \$1.2 billion. His participation in many large-scale and challenging projects has provided him with experience in innovation for projects requiring unique design and construction needs. He has experience in multi-disciplinary management and coordination and alternative project delivery methods. Ted will provide overall project management and coordination between the consulting team and the

- Woodland Hills | FEMA Flood Protection Project
- Lehi | FEMA BRIC Funding for Dry Creek
- Eagle Mountain City | Emergency Response Plan
- Grantsville | Emergency Response Plan
- Tooele | Emergency Response Plan
- SPID | Emergency Response Plan
- Woodland Hills | EWP & FEMA Flood Mitigation
- Payson City | Emergency Watershed Protection
- Elk Ridge City | Emergency Watershed Protection
- South Jordan City | Municipal Waterline Projects
- Sandy City | Harrison Street Storm Drain & Water Improvements
- Herriman City | Water Tanks and Pipelines
- JVWCD | Flow Control Improvements at 11400 South
- Weber Basin WCD | East Bountiful and South Davis Pump Stations
- Granger-Hunter ID | Potable Waterline
- Utah Data Center | Utilities Design
- Eagle Mountain City | Well & Site Improvements
- DCWCD | Victory Pipeline
- Grantsville City | Capital Water & Sewer Improvements





JONEDEM-01



CERTIFICATE OF LIABILITY INSURANCE

CWILCOCK

DATE (MM/DD/YYYY) 11/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Cathy Wilcock	
American Insurance & Investment Corp. 448 South 400 East	PHONE (A/C, No, Ext): (801) 364-3434 662 FAX (A/C, No): (801)	355-5234
Salt Lake City, UT 84111	E-MAIL ADDRESS: Cathy.Wilcock@american-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Ind Co of America	25666
INSURED	INSURER B: Travelers Prop Cas Co of America	25674
Jones & DeMille Engineering, Inc	INSURER C : XL Specialty Insurance Company	37885
1535 South 100 West	INSURER D:	
Richfield, UT 84701	INSURER E:	
	INSURER F:	
COVERAGES OFFICIAL NUMBER	DEVICION NUMBER	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	XCLUSIONS AND CONDITIONS OF SUCH					•	
INSF	TYPE OF INSURANCE	ADDL SU	JBR VD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	X COMMERCIAL GENERAL LIABILITY			(· · · · · · · · · · · · · · · · · · ·	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE X OCCUR		6806H196759	10/1/2022	10/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						\$
В	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO		BA9P159570	10/1/2022	10/1/2023	BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
В	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$ 9,000,000
	EXCESS LIAB CLAIMS-MADE		CUP7979Y991	10/1/2021	10/1/2022	AGGREGATE	\$ 9,000,000
	DED X RETENTION \$ 10,000						\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N	N/A	UB6J254714	10/1/2022	10/1/2023	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
С	Prof. Liability		DPR5003641	10/10/2022	10/10/2023	Each Claim	2,000,000
С	RetroDate: 1/8/1982		DPR5003641	10/10/2022	10/10/2023	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION

Weber County 2380 Washington Blvd Ogden, UT 84401 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeffrey M. Diret