

Hazard Mitigation Planning Contract

PARTIES: **Gordon County, Georgia;
North Georgia Consulting Group, LLC**

PROJECT: **Gordon County Hazard Mitigation Plan**

TERM: **6 months**

AGREEMENT:

This Agreement entered into this _____ day of _____, 2015, between Gordon County, Georgia, hereinafter referred to as the "County", and North Georgia Consulting Group, LLC, hereinafter referred to as "NGCG".

WITNESSETH:

WHEREAS, the County is required to update and revise the Gordon County Hazard Mitigation Plan (HMP) in accordance with Federal Emergency Management Agency (FEMA) guidelines, and with additional guidance from Georgia Emergency Management Agency (GEMA); and

WHEREAS, the County will require planning-related services in order to effectively carry out revisions to the HMPC; and

WHEREAS, NGCG proposes to provide the planning-related services to and on behalf of the County;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto do hereby agree as follows:

1. Term. The term of this Agreement shall be six (6) months. The term shall begin on the date this Agreement is signed by the County, and shall terminate exactly six (6) months thereafter, unless otherwise agreed to in writing by both parties.

2. Description of Services. NGCG shall provide such administrative services as are detailed in this agreement:
 - o Coordination between GEMA and the County throughout the hazard mitigation planning process.

- Preparation and delivery of all required quarterly reports, labor expense summary reports, and reimbursement requests, as required.
 - Assistance in the preparation of a revised version of the HMP utilizing information collected, analyzed, and recommended by the Hazard Mitigation Planning Committee (HMPC) and additional County and City/Town personnel.
 - Providing information for the County and Municipalities to hold the required public meetings relating to the HMP. Public meetings will be conducted by County and Municipal personnel.
 - Printing of worksheets and other forms utilized throughout the planning process. Printing of a draft version of the HMP to be utilized by the HMPC. Providing a printed copy and CD of the final version of the HMP to Gordon County and GEMA.
 - Delivery of the final plan to GEMA or FEMA on or before the prescribed deadline, which shall fulfill contractual obligations of NGCG.
3. Compensation. For the planning services outlined in this Agreement, the County shall compensate NGCG in the amount of twenty-two thousand five hundred dollars (\$22,500.00). The County shall pay NGCG in six (6) equal monthly installments. Each installment shall be equivalent to one-sixth of the total compensation amount. The first installment will be due exactly 30 days from the date the Agreement is signed by the County or the date of the first HMPC meeting, whichever occurs first.
4. Maintenance of Records. NGCG shall maintain such records and accounts as deemed necessary and appropriate by NGCG and the Georgia Emergency Management Agency. NGCG shall turn over these records to the County upon request after the HMP revision process has been completed.
5. Termination. This Agreement may only be terminated by the written agreement of both parties.
6. Entire Agreement; Modification. This writing contains the entire Agreement of the parties, and no representations are made or relied upon by either party other than those expressly set forth. No modification, amendment, waiver, termination, or discharge hereof shall be binding upon either party unless executed in writing by the parties.
7. Execution in Duplication. The Agreement is executed in duplicate, and each of the duplicated shall be deemed to be an original and shall have the same force and effect as if it had been executed by the parties.
8. Availability of Funds: This contract is dependent upon the availability of Hazard Mitigation Grant funds.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, the day and year first above written.

Gordon County, Georgia

North Georgia Consulting Group, LLC

By:

By: Jason L. Heard

Subscribed and sworn to
in our presence:

Subscribed and sworn to
in our presence:

Notary Public

Notary Public