

**NORTHEAST COUNCIL OF GOVERNMENTS
AGREEMENT FOR PRE DISASTER MITIGATION (PDM) PLAN ASSISTANCE**

THIS AGREEMENT is entered into by and between Hand County, hereinafter referred to as "CLIENT" and the Northeast Council of Governments, hereinafter referred to as "DISTRICT".

WHEREAS, the CLIENT has entered into a grant agreement with the South Dakota Department of Emergency Management (DEM) to receive a grant to complete the County's Pre-Disaster Mitigation (PDM) Plan; and the CLIENT desires assistance in completing the plan for Hand County:

NOW THEREFORE, BE IT AGREED that the DISTRICT will provide the following assistance and service upon the request of the CLIENT; and

- 1) The DISTRICT will assist the CLIENT in the completion of the plan as follows:
 - a) Provide guidance and support on FEMA mitigation plan requirements;
 - b) Compile information, organize and put together the final plan for submittal to DEM;
 - c) Create maps as needed for the plan; and
 - d) Facilitate communication between the CLIENT and the DEM;

- 2) The CLIENT shall provide the following:
 - a) Responsible for the organizing and conducting of the public meetings required for the plan;
 - b) Organizing a planning committee;
 - c) Provide information about County profile, facilities and infrastructure, past and present mitigation activities and future strategy, conducting risk assessment, and establishing goals and objectives plan maintenance procedures;
 - d) Responsible for local review of the plan and adoption by local jurisdictions; and
 - e) Provide ongoing assistance to the district as agreed to by both parties.
 - f) Responsible for quarterly reports and payment requests.

IT IS FURTHER AGREED that the GRANTEE will maintain the ultimate responsibility for completing the plan; the DISTRICT can only assist in the preparation and compiling of the plan.

IT IS FURTHER AGREED that the DISTRICT will provide two (2) hard copies of the completed plans and one (1) electronic copy. Additional plans can be requested at cost; and

IT IS FURTHER AGREED that the above services shall begin after the signing of this agreement by both parties. Compensation to the DISTRICT for the above services

shall be made in lump sum payments in the amount not to exceed \$11,250 and shall be based upon the following schedule:

- 1) One hundred percent (100%) of the total compensation amount will be paid to the DISTRICT upon the completion and submission of the final draft of the plan to the CLIENT.

IT IS FURTHER AGREED that no additional administrative charges will be assessed to the CLIENT by the DISTRICT. All of the DISTRICT'S travel, salary, and office expenses are incurred in accordance with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and are included in the above mentioned compensation amount; and

IT IS FURTHER AGREED that this agreement shall terminate upon completion and acceptance of the PDM plan received by the CLIENT or as referenced below; and

IT IS FURTHER AGREED that this agreement may be extended or terminated prior to the expiration date when mutually agreed to, in writing, by the parties of this agreement; and

IT IS FURTHER AGREED that to the fullest extent permitted by law, the DISTRICT shall indemnify and hold harmless the CLIENT, its officers, commissioners, and employees from and against any and all costs, losses and damages caused by the negligent acts or omissions of the DISTRICT or the DISTRICT'S officers, directors, and employees in the performance and furnishing of the DISTRICT'S services above pursuant to this agreement; and

IT IS FURTHER AGREED that to the fullest extent permitted by law, the CLIENT shall indemnify and hold harmless the DISTRICT, its officers, commissioners, and employees from and against any and all costs, losses and damages caused by the negligent acts or omissions of the CLIENT or the CLIENT'S officers, directors, and employees in the performance and furnishing of the CLIENT'S services above pursuant to this agreement.

This agreement is entered into on the _____ day of _____ 2019.

FOR: Hand County

FOR: Northeast Council of Governments

BY: _____
Commission Chair

BY:  _____
Eric Senger, Executive Director

ATTEST: _____
County Auditor